

# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, MARCH 10, 2008

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

Robert N. Milne  
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, March 10, 2008 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

*President Elizabeth Asperger  
Trustee Mike Horvath  
Trustee Mark Kuchler  
Trustee Mark Langan  
Trustee Tom Livingston  
Trustee James Palermo  
Trustee Barb Wolf*

2. PRESIDENT'S REPORT

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

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

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

4. OMNIBUS AGENDA AND VOTE

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

- A. Professional Services Agreement / Phase I – Renovation of the Stone Avenue Train Station
- B. Purchase – Trash Receptacles for the Central Business District and West End Business District
- C. Consolidated Voucher 080310
- D. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, February 25, 2008

5. CURRENT BUSINESS

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

A. Ordinance – (1) Zoning Map Amendment, (2) Amendment to Comprehensive Plan, (3) Design Review Permit, (4) Special Use Permit, (5) Planned Development Concept/Final Plan, (6) Site Plan Approval and Elevations to Authorize a Mixed Retail and Multiple Family Residential Development, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.: *Referred to Trustee Livingston*

6. MANAGER'S REPORT

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

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

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

8. EXECUTIVE SESSION

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

9. TRUSTEE COMMENTS

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

10. ADJOURNMENT

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

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
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: March 10, 2008

RE: **PROFESSIONAL SERVICES AGREEMENT / PHASE I –  
RENOVATION OF THE STONE AVENUE TRAIN STATION**

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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 station's interior and exterior have deteriorated. The Village desires to restore the magnificent structure and assume daily maintenance responsibilities from METRA upon project completion.

The project scope generally involves the repair and replacement of major building components and systems with an emphasis on the use of high-quality materials and craftsmanship. Sensitivity to the station's historic architecture is a priority. The project also envisions a rehabilitation of the outbound shelter and a planning study of the grounds surrounding the station to improve the appearance and functionality of this area; perhaps even creating a public place to further spur the revitalization of the West End business district through the use of public art and other amenities appropriate for this location. The Village will coordinate the work on the station and landscaping with the platform work that will be performed by Metra later this year or in 2009.

In late Summer 2007, the Village initiated a Request for Proposals (RFP) process for professional services to assist the Village with renovating the station. Previous experience with train station renovation projects and established working relationship with METRA were two key criteria. Although our solicitation was targeted, we also tried to be as inclusionary as possible to ensure competitiveness. Twelve architectural / engineering firms were supplied with an RFP. Eight firms responded. Recognizing the competitive nature of the process and prestige to have La Grange as part of its portfolio, two firms teamed up, effectively reducing the number of proposals to seven. Because of the quality of respondents and completeness of their proposals, all seven architectural / engineering firms were interviewed. At the conclusion of the interview phase, it was the unanimous conclusion of the staff team that Legat Architects best met the Village's expectations for the project. Some of the train station

4-14

projects that Legat has been involved with include Tinley Park, Wilmette, Wheaton and Glenview. The Village Board has been provided with a complete copy of Legat's submittal. In addition, Legat has teamed up with the Hitchcock Design Group, the architects of our downtown streetscape and public plaza, for this project.

Having identified Legat Architects as the preferred consultant, we commenced to negotiate a contract for professional services. These negotiations were recently completed. In their attached proposed Scope of Work, Legat Architects has proposed three phases for their services: 1) assessment, programming and conceptual design, 2) schematic design, and 3) construction management. Also attached for your consideration is an agreement between the Village and Legat for professional services. The staff, in consultation with the Village Attorney, has prepared this contract with Legat Architects based on the Village's model contract for professional consulting services.

Under Phase 1, Legat Architects will gather and review all available information regarding the station, visit the building to prepare a master list of needs and suggested work, and research fixtures and other attributes that would have historically existed.

If the proposed Scope of Work is approved by the Village, Legat Architects, in association with Hitchcock Design Group, will develop three master plan concepts including cost estimates. Feedback from the Village Board, residents, and community groups regarding the concepts will be solicited in order to further refine the final project scope and assess budget options.

Legat Architects proposes a not-to-exceed fee of \$49,400 to perform the Phase I conceptual design services as outlined in their proposed Scope of Work. The fee is based on an estimated 300 hours of work at an average hourly rate of \$164.66 per hour. Approximately \$16,100, or 33% of the total, is attributable to landscape architecture work that will be performed by Hitchcock Design Group.

Legat Architects anticipates that Phase I can be completed in approximately three months after commencement of the project.

Because the Village is interested in a "master plan" for the project area (which would include adjacent landscaped areas, ADA improvements and streetscape furnishings such as newspaper kiosks, bicycle parking, etc), the final project scope cannot be determined until Phase I has been completed.

The staff proposes that, at the conclusion of Phase I, the Village would enter into an agreement with Legat Architects to provide Phase II services as outlined in the proposed Scope of Work and within the rates quoted in that Scope. Phase II fees are typically a percentage of the anticipated construction cost or (for projects less than \$500,000) based on hourly rates as provided in the consultant's proposal. The Village will have complete control over Phase II and Phase III professional service expenses because the Village will determine the project parameters and corresponding expected construction cost as part of Phase I.

4-A.1

There are sufficient funds in the FY 2007-08 Capital Project Fund / Stone Avenue Station Improvements line item for this expense.

Mr. Marc Rohde, Director of Municipal Architecture for Legat Architects, will be in attendance to answer any questions.

We recommend that the contract with Legat for Phase I services for the renovation of Stone Avenue train station be approved.

H:\cclder\ellie\BrdRpt\AgmtStoneAveStation.doc

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February 1, 2008

**VIA U.S. MAIL  
& e-mail**

apeterson@villageoflagrange.com

(8) Page(s) Inclusive

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 and Construction Management Services -  
Phase 1 Basic Services**  
Architect's Project Number: 207125.00

Dear Ms. Peterson:

On behalf of Legat Architects, thank you for selecting our team to provide architectural, landscape architecture, professional engineering design services, and Total Project Management (architect led construction management services) for the Stone Avenue Train Station Rehabilitation Project. This proposal for professional services includes all scope of work items identified in the original proposal from the Village.

With that in mind, this project will be divided into three phases; 1) Assessment, Programming and Conceptual Design, 2) Schematic Design through Construction Administration, and 3) Total Project Management ("TPM"). This proposal will be for professional design services for Phase 1 only, with separate proposals for additional services to follow in the future once the needs are identified, options are presented to the Village, and a scope of work and project budget are established. A detailed breakdown of the services for the entire project, by phase, is included in this proposal.

A project of this type requires the services of a number of Design Team members, including Village staff, and the identified project team is as follows:

**Design Team Representatives**

Architect's Representative:  
Marc Rohde, AIA, LEED AP - Legat Architects

Landscape Architect's Representative:  
Mark Underwood, RLA - Hitchcock Design Group

Pre-Construction Representative  
Brian Kronewitter, DBIA - Mortenson Construction

Mechanical, Electrical, Plumbing Engineer's Representative  
Dan Wesley, P.E. - AMSCO Engineering

Structural Engineer's Representative  
Jerry Tobola, P.E., - Larson Engineering of Illinois

WAUKEGAN  
SCHAUMBURG  
CRYSTAL LAKE  
OAK BROOK  
CHICAGO  
PALATINE

4-A.3

Ms. Andrianna Peterson  
Village of La Grange  
**Proposal for Phase 1 Professional Services**  
February 1, 2008  
Page 2 of 7

Civil Engineer's Representative  
George Schober, P.E. - V3

Village of La Grange Representative  
Andrianna Peterson, Assistant Village Manager

## **PROJECT SCOPE**

### **Basic Services**

#### **Phase 1 - Assessment, Programming and Conceptual Design**

##### Assessment:

The purpose of the Phase 1 portion of the project is to assess the condition of the existing Stone Avenue station in order to determine the basic rehabilitation work required (i.e. window replacement, roofing replacement, electrical upgrades, etc.). In addition, during this phase, we will explore opportunities to improve the surrounding site, as well as the interior of the train station itself. Any opportunities for improvement will be documented on floor plans and site plans, and the associated costs for such work will be determined, in order to allow the Village to determine what, if any, improvements should be made.

The design team of Legat Architects, Hitchcock Design Group and Mortenson Construction understands the importance of the train station to the community, and the need to gain support for any identified needed improvements. We will work with the Village of La Grange staff and the appropriate civic organizations from the programming phase through construction.

During this phase, the design team will gather and review all available information regarding the existing Stone Avenue station from the Village. This will include any existing site drawings, building drawings, and the current Metra platform reconstruction drawings. We will then survey and inspect the building, and from that, we will create a recommended list of items to be corrected or improved upon. We will investigate all items already identified by the Village, as well as other items that may surface during the investigation of the building.

Concurrent to the investigative work described above, our team member specializing in historic structures will research the existing train station history, in order to provide a clear picture as to what the train station looked like when it first opened. The La Grange Historical Society, Metra archives, Village archives, and investigation of the existing train station will all be researched as part of this process.

We will request that the Village provide us with any existing drawings of the facility and site that is available, a topographic and utility survey of the entire property in AutoCAD, and accessibility to the train station and Village archives.

##### Programming and Conceptual Design:

After the assessment phase is complete, we will create a proposed scope of work program which identifies all items that should be considered for correction or improvement. Preliminary

4-A-4

costs for each item will be included as part of this document. We will present this program to the Village staff at a meeting, and together, will discuss each item individually to determine which items should be considered part of the scope of work.

After this first staff meeting, we will make revisions to the proposed program, based on the input received. The preliminary costs will be revised to reflect changes to the scope of work, and this proposed scope of work program will again be reviewed with Village staff. Upon approval of the revisions by the staff, we will finalize this document, and it will be considered the Scope of Work Program for the La Grange Stone Avenue Station.

Based on the Scope of Work Program, we will design two (2) to three (3) conceptual plans, reflecting the potential improvements to the inside of the station, as well as the surrounding site. Documents will include site and landscaping plans, floor plans, and exterior elevations in order to provide the Village with a clear understanding of the character and appearance of the proposed improvements. All potential improvements will be designed in such a way that they can be constructed over time, in phases. This way, if the proposed improvements exceed the Village's budget, the immediate needs can be constructed immediately, with the remaining work to be completed when the Village desires.

Our next step will be for Legat Architects to initiate a meeting with Metra, which will also be attended by Village staff. The purpose of this meeting is to present the proposed scope of work, conceptual design schemes, and the associated costs, in order to determine who (Metra or the Village) is responsible for the costs of each particular work item.

Once the responsibility for cost is determined between Metra and the Village, we will request that the Village provide us with a budget for the project. Further refinements to the program and conceptual design options will be made to reflect that budget. After these final refinements are made, we will create the final Scope of Work and Conceptual Design for the project.

At this point, with the scope of work clearly established, we feel it is appropriate to make a formal presentation to the Village Board, and invite other interested parties to the presentation. This will serve as our third and final meeting of this phase. If additional presentations to various groups (Historical Society, the public, etc.) are desired, we can make additional presentations.

As the Village has expressed interest in Sustainable Design ("LEED"), we will be available to discuss this in more detail in the future. This proposal does not include professional design services for LEED design, but we can certainly incorporate that into the project if desired.

#### **Compensation - Phase 1 Basic Services**

Our fees for the Phase 1 Basic Services include Architectural, Landscape Architecture, and Pre-Construction Cost Estimating Services, for all work identified in Phase 1. Mechanical, Electrical, Plumbing, Structural and Civil Engineering design services are not included in this proposal for Phase 1. The compensation for the Phase 1 fee is an hourly, not to exceed fee based on the anticipated number of hours to complete the all tasks described for Phase 1 in this proposal.

4-A.5

Phase 1: Hourly, Not to Exceed fee of \$49,400.00

Architecture:	\$28,400.00	172 hours
Landscape Architecture:	\$16,100.00	98 hours
Pre-Construction/Cost Estimating:	\$4,900.00	30 hours

### **2008 Standard Billing Rates**

<b>Classification</b>	<b>Rate</b>
Principal	\$200
Staff Architect	\$180
Associate Architect	\$115
Intern Architect	\$75
Student Architect / Clerical	\$55

### **Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for Basic and Additional Services, and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project. Reimbursable expenses include, but are not limited to:

- Transportation in connection with the Project; expenses in connection with authorized out-of-town travel and subsistence, and electronic communications.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service. These will be invoiced at 1.15 times their cost.
- If authorized in advance by the Owner, expenses of overtime work requiring standard or higher than regular rates.
- Renderings, models and mock-ups as requested by the Owner.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

Estimated Phase 1 Reimbursable Expenses: \$2,500.00

### **Additional Services**

At the conclusion of Phase 1, there will be an established scope of work, budget and timeline. Per your request, please find below the anticipated breakdown of tasks and fee schedule for the remaining phases of the project, considered Phase 2 and Phase 3.

### **Phase 2 - Schematic Design through Construction Administration**

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.

4-A.6

Schematic Design and Design Development Phases:

Our first task will be to assist the Village in identifying potential Construction Management ("CM") firms and soliciting RFQ's from these firms. We will take part in the interviews and selection process, and will ultimately enter into a contract with the selected CM firm. The goal is to select a construction partner that the Village and Legat Architects are comfortable with at the beginning of the project, as they play an important role in the design process. Once they are selected, they will assist the Design Team during the subsequent design phases.

During schematic design and design development, Legat Architects will coordinate the entire Design Team's efforts in preparing drawings, renderings, cost estimates and schedules that respond to the scope of work identified in Phase 1. The Construction Manager partner selected at the beginning of schematic design will be responsible for cost estimating and scheduling of the project. Schematic design will further develop the conceptual design scheme, and design development will provide additional detail, which will describe the scope and character of the project. We will make presentations to the Village Board and community groups at the completion of each phase, or 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 their input, and make revisions to the project if directed by the Village Board.

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

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 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, 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 individual subcontractors.

Bidding and Negotiation Phase:

As part of the TPM process, Legat Architects will be responsible for all aspects of the bidding and negotiation phase. All individual bid packages will be bid publicly, and multiple bids will be solicited from quality subcontractors to assure the Village that they are receiving the best price from the most qualified subcontractors. These subcontractors will be pre-qualified as well, prior to bidding, if desired by the Village.

At the end of the bidding period, we will make recommendations as to the award of a contract with each subcontractor. However, the Village will play an integral part in the selection of the

4-A-7

subcontractors, based not only on price, but quality of workmanship, and past experience with similar projects.

Utilizing the TPM delivery method, once the subcontractors are selected, all subcontractor contracts will be held by the Construction Manager ("CM") as the Village's agent, not with the CM at risk. This will allow the Village to provide input in the project as they desire, as well as maintain control of the quality level necessary for this type of a project.

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.

**Phase 3 - Total Project Management**

We will provide complete Construction Management services utilizing the Total Project Management ("TPM") delivery system, whereas Legat Architects will handle the construction portion of the project. Legat Architects will partner with the Construction Management ("CM") firm, to be selected by the Village, and handle all aspects of Construction Administration. This delivery method allows the Village to only contract with Legat Architects, in order to assure continuity and quality throughout the entire project.

**Compensation - Phase 2 and 3 Additional Services**

The Phase 2 fee is a percentage of construction cost, based on Legat Architects' standard fee scale. The actual percentage construction cost, and therefore fee percentage, will be determined after the project budget is established in Phase 1.

Phase 2 - Additional Services:

Project Cost	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 \$9,000,00:	8%
Project Cost \$9,000,000 and above:	7%

The Phase 3 fee will be for the actual Construction Management services utilizing the TPM project delivery method for construction. This fee will be determined after the Construction Management firms are interviewed, and a selection is made. Our past experience has shown that the TPM project delivery method saves our clients approximately 1.5% to 2% from the typical General Contractor overhead, profit and insurance costs.

4-A-8

Phase 3 - Additional Services:

Negotiated fee based on the Construction Management firm that the Village selects.

**OTHER CONDITIONS**

**Project Schedule**

We estimate the entire project schedule can be completed within a 9 - 12 month time frame, with the Phase 1 portion taking 2 - 3 months, depending on the Village's schedule. Once the program and conceptual design has been established, a more detailed project schedule will be developed.

**AGREEMENT**

Acceptance of this proposal and authorization to proceed is hereby acknowledged, and will be the basis by which the formal agreement will be developed, using either the AIA Document B151 - Abbreviated Standard Form of Agreement Between Owner and Architect, or the standard Village of La Grange contract document, whichever is preferred. We appreciate your selection of Legat Architects, and look forward to working with the Village of La Grange on a very interesting and unique project.

**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 and keep one copy for your records. You may contact me at 630.645.1926 if you should require any additional information.

Sincerely,



Marc Rohde, AIA, LEED AP  
Project Manager

**ACCEPTED: Village of La Grange, Illinois**

Name: \_\_\_\_\_

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

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

cc: Patrick Brosnan, Jay Johnson, Legat Architects

File: 207125.00 - A1

4-A.9

A CONTRACT BETWEEN  
THE VILLAGE OF LA GRANGE  
AND LEGAT ARCHITECTS  
FOR PROFESSIONAL SERVICES  
FOR THE STONE AVENUE TRAIN STATION  
RENOVATION PROJECT

March 2008

**A CONTRACT BETWEEN  
THE VILLAGE OF LA GRANGE  
AND LEGAT ARCHITECTS FOR PROFESSIONAL SERVICES  
FOR THE STONE AVENUE TRAIN STATION  
RENOVATION PROJECT**

**TABLE OF CONTENTS**

		<u>Page</u>
ARTICLE I	THE SERVICES .....	1
1.1	Performance of the Services .....	1
1.2	Commencement and Completion Dates.....	2
1.3	Required Submittals.....	2
1.4	Review and Incorporation of Contract Provisions.....	2
1.5	Financial and Technical Ability to Perform .....	3
1.6	Time .....	3
1.7	Architect’s Personnel and Sub-consultants .....	3
1.8	Owner’s Responsibilities .....	4
1.9	Owner’s Right to Terminate or Suspend Services for Convenience.....	5
ARTICLE II	CHANGES AND DELAYS.....	5
2.1	Changes .....	5
2.2	Delays .....	5
2.3	No Constructive Change Orders.....	5
ARTICLE III	ARCHITECT’S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	6
3.1	Warranty of Services .....	6
3.2	Corrections.....	7
3.3	Risk of Loss.....	7
ARTICLE IV	FINANCIAL ASSURANCES .....	7
4.1	Insurance .....	7
4.2	Indemnification.....	8
ARTICLE V	PAYMENT .....	8
5.1	Contract Price .....	8
5.2	Taxes, Benefits and Royalties.....	8
5.3	Progress Payments.....	8

4-A-11

5.4	Final Acceptance and Final Payment.....	9
5.5	Deductions .....	9
5.6	Accounting .....	10
ARTICLE VI	REMEDIES.....	10
6.1	Owner’s Remedies .....	10
6.2	Terminations and Suspensions Deemed for Convenience .....	11
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS .....	11
7.1	Binding Effect.....	11
7.2	Relationship of the Parties.....	12
7.3	No Collusion/Prohibited Interests.....	12
7.4	Assignment .....	13
7.5	Confidential Information.....	13
7.6	No Waiver .....	13
7.7	No Third Party Beneficiaries .....	13
7.8	Notices.....	13
7.9	Governing Laws.....	14
7.10	Changes in Laws .....	14
7.11	Compliance with Laws and Grants.....	14
7.12	Documents .....	15
7.13	Time .....	15
7.14	Severability .....	16
7.15	Entire Agreement .....	16
7.16	Amendments.....	16

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

4-A-12

**A CONTRACT BETWEEN  
THE VILLAGE OF LA GRANGE  
AND LEGAT ARCHITECTS FOR PROFESSIONAL SERVICES  
FOR THE STONE AVENUE TRAIN STATION  
RENOVATION PROJECT**

In consideration of the mutual promises set forth below, the Village of La Grange, an Illinois municipal corporation ("Owner"), and Legat Architects, 2015 Spring Road—175, Oak Brook, IL 60523, ("Architect"), make this Contract as of the \_\_\_ day of March 2008, and hereby agree as follows:

**ARTICLE I: THE SERVICES**

**1.1 Performance Of The Services**

Architect shall provide, perform, and complete all of the following (the "Services"):

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services and in full compliance with, and as required by or pursuant to, this Contract.

**1.2 Commencement And Completion Dates**

Architect shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date"

or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

### 1.3 Required Submittals

A. Submittals Required. Architect shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment B or otherwise required to be submitted by Architect under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment B or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Architect until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Architect of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Architect shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

### 1.4 Review And Incorporation Of Contract Provisions

Architect represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

### 1.5 Financial And Technical Ability To Perform

Architect represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

## 1.6 Time

Architect represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

## 1.7 Architect's Personnel And Sub-Consultants

A. Architect's Personnel. Architect shall provide all personnel necessary to complete the Services. Architect shall provide to Owner a list of "Key Project Personnel," including telephone numbers at which the Key Project Personnel can be reached on a 24-hour basis (the "Key Project Personnel List"), included as part of Attachment B. Architect and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Architect shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Architect shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Architect without prior written approval of Owner. Architect shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Sub-Consultants. Architect shall perform the Services with its own personnel, the proposed consulting engineers, and the pre-construction contractor, and under the management, supervision, and control of the Architect's own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Architect shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Architect 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 under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Architect. Every reference in this Contract to "Architect" shall be deemed also to refer to all sub-consultants of Architect. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Architect shall immediately upon notice from Owner remove and replace such personnel or sub-consultant. Architect shall have no claim for

4-A.15

damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

### 1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in the Key Project Personnel List: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Architect all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Architect all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Architect to enter upon public and private property as reasonably required for Architect to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Architect, are necessary for the performance of the Services, and are not already provided for in Attachment B; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Architect; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Architect, are necessary for the performance of the Services, and are not already provided for in Attachment B; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Architect whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Architect of any of its responsibilities under this Contract.

### 1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Architect. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Architect shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under

existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Architect (1) such direct costs, including overhead, as Architect shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Architect may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Services Adjustments

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change of Services"). If any Change of Services creates a change in the costs of the Services or the time necessary to perform the Services, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change of Services shall entitle Architect to make any claim for damages, anticipated profits, or other compensation.

### 2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Architect, Architect shall, upon timely written application, be entitled to an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

### 2.3 No Constructive Changes To Services

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed except as a part of a formal Change of Services approved by Owner. If Owner fails to make an adjustment in the Contract Price or Contract Time to which Architect claims it is entitled, or, if Architect believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Architect to an equitable adjustment in the Contract Price or Contract Time, then Architect shall submit to Owner a written request for the equitable adjustment in the Contract Price or Contract Time. Such request shall be submitted before Architect proceeds with any Services for which Architect claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of notice of such requirement, direction, instruction,

4-A.17

interpretation, determination, or decision. Notwithstanding the submission of any such request, Architect shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Architect submits such a request within two business days after receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Architect shall be conclusively deemed (1) to have agreed that such requirement, direction, instruction, interpretation, determination, or decision does not entitle Architect to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such requirement, direction, instruction, interpretation, determination, or decision.

### ARTICLE III: ARCHITECT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

#### 3.1 Warranty Of Services

A. Scope of Warranty. Architect warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Architect nor Owner has control over the costs of labor, material, 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 Project costs or construction costs provided for herein are estimates only, made on the basis of Architect's experience and qualifications and represent Architect's best judgment as an experienced and qualified professional, familiar with the industry. Architect does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Architect.

#### 3.2 Corrections

Architect shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Architect shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Architect's errors, omissions, negligent acts, or failure to meet warranty.

### 3.3 Risk Of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Architect. Architect shall be responsible for any and all damages to property or persons as a result of Architect's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision of this Contract, Architect's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Architect, to indemnify, hold harmless or reimburse Architect for such damages, losses or costs.

## ARTICLE IV: FINANCIAL ASSURANCES

### 4.1 Insurance

Contemporaneous with Architect's execution of this Contract, Architect shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Architect shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Architect's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

### 4.2 Indemnification

Architect shall, without regard to the availability or unavailability of any insurance, either of Owner or Architect, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Architect's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Architect, except to the extent caused by the sole negligence of Owner.

4-A.19

## ARTICLE V: PAYMENT

### 5.1 Contract Price

Owner shall pay to Architect, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment B, and Architect shall accept in full satisfaction for providing, performing, and completing the Services, fees in accordance with the "Fee Summary" contained in Attachment B ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

### 5.2 Taxes, Benefits And Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Architect.

### 5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Architect shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Architect's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall 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; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Architect's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Architect, designate a specific day of each month on or before which pay requests must be submitted.

4-A.20

#### 5.4 Final Acceptance And Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Architect of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Architect the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Architect as provided for in this Contract ("Final Payment"). The acceptance by Architect of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Architect for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

#### 5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Architect is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of sub-consultants, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Architect to complete the Services; (7) failure of Architect to properly complete or document any pay request; (8) any other failure of Architect to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Architect shall have

4-19-21

either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Architect under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Architect under this Contract.

## 5.6 Accounting

Architect shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Architect shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## ARTICLE VI: REMEDIES

### 6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Architect has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Architect's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Architect's receipt of written notice of such Event of Default, then Owner shall 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:

1. Owner may require Architect, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Architect and the Services into strict compliance with this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.

4-A.22

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Architect, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner.

## **6.2 Terminations And Suspensions Deemed For Convenience**

Any termination or suspension of Architect's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Architect and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship Of The Parties**

Architect shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Architect or (2) to create any relationship between Owner and any sub-consultant of Architect.

### **7.3 No Collusion/Prohibited Interest**

Architect hereby represents and certifies that Architect is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Architect is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation

4-A-23

of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

Architect hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Architect has, in procuring this Contract, colluded with any other person, firm, or corporation, then Architect shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Architect hereby represents and warrants that neither Architect nor any person affiliated with Architect or that has an economic interest in Architect or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Architect nor any person affiliated with Architect or that has an economic interest in Architect or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Architect shall not (1) assign this Contract in whole or in part, (2) assign any of Architect's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Architect.

#### **7.5 Confidential Information**

All information supplied by Owner to Architect for or in connection with this Contract or the Services shall be held confidential by Architect and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

4-18-24

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Architect; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Architect shall be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
Attention: Andrianna Peterson, Assistant Village Manager

Notices and communications to Architect shall be addressed to, and delivered at, the following address:

Legat Architects  
2015 Spring Road – 175  
Oak Brook IL 60523  
Attention: Marc Rohde, AIA, LEED AP

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

4-A.25

By notice complying with the requirements of this Section 7.8, Owner and Architect each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

### **7.9 Governing Laws**

This Contract and the rights of Owner and Architect under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

### **7.10 Changes In Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

### **7.11 Compliance With Laws And Grants**

Architect shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Architect shall also comply with all conditions of any federal, state, or local grant received by Owner or Architect with respect to this Contract or the Services.

Architect shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Architect's, or its sub-consultants', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Architect in connection with any or all of the

4-A.26

Services ("Documents") shall be and remain the property of Architect and shall not, without the written consent of Architect, be used for any purpose other than performance of the Services. Architect shall provide Owner with one full set of the Documents and a set of the Documents in an electronic format agreed on by Owner and Architect. Architect shall make, and shall cause all of its sub-consultants to make, the Documents available for Owner's review, inspection, and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Architect or any of its sub-consultants following said three-year period, Architect shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Architect or any of its sub-consultants not to dispose of or destroy said Documents and to require Architect or any of its sub-consultants to deliver same to Owner, at Owner's expense.

Architect hereby grants to the Owner a permanent nonexclusive license to use and reproduce the Documents for all purposes related to the Services and the Stone Avenue Station Renovation Project. Except for the license hereby granted, no other license is granted or may be implied under this Contract.

Owner may not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of Architect. For any Documents provided by Architect from a third party, Architect will obtain licenses in favor of Owner similar to the license granted by Architect to Owner.

### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Architect with respect to the accomplishment of the Services and the payment of the Contract Price

therefor, and there are no other understandings or agreements, oral or written, between Owner and Architect with respect to the Services and the compensation therefor.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Architect.

IN WITNESS WHEREOF, Owner and Architect have caused this Contract to be executed in two original counterparts as of the day and year first written above.

**VILLAGE OF LA GRANGE**

Attest:

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

By: \_\_\_\_\_  
Robert Milne  
Village Clerk

**LEGAT ARCHITECTS**

Attest:

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

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4-A.28

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Stone Avenue Train Station Renovation

2. Approvals and Authorizations:

Architect shall obtain the following approvals and authorizations:

Approval by Village staff at the completion of each phase. Approval by the Village's Board of Trustees at the completion of each phase and authorization to move to the next phase.

3. Commencement Date:

- the date of execution of the Contract by Owner.
- \_\_\_\_\_ days following execution of the Contract by Owner.
- \_\_\_\_\_ days following issuance of Notice to Proceed by Owner.

X April 1, 2008.

4. Completion Date:

- A. Phase 1 - Assessment, Planning & Conceptual Design: 90 days after the Commencement Date of the contract, plus extensions of time, if any, agreed by Owner and Architect.
- B. Phase 2 - Schematic Design through Construction Documents and Bidding: 180 days after issuance of Notice to Proceed to Phase 2 by Owner, plus extensions of time, if any, agreed by Owner and Architect.
- C. Phase 3 - Construction Management: To be established by agreement of Owner after completion of Phase 2.

5. Insurance Coverage:

- A. Worker's Compensation and Employer's Liability with limits not less than:
  - (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:  
\$500,000 injury-per occurrence

4-A.29

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$1,000,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$1,000,000 aggregate.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and covering Architect against all sums that Architect may be obligated to pay on account of any liability arising out of the Contract.

- E. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies. Each such additional insured endorsements shall identify Owner as follows: The Village of La Grange, including its Board members and elected and appointed officials and its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Contract Price:

See Attachment B ("Architect's Scope of Services"), subject to any additions, deductions, or withholdings provided for in this Contract.

7. Payments:

For purposes of payments to Architect, the value of the Services shall be determined as follows:

***For use with Lump Sum Contracts: [Phase 1 of Legat's Proposal]***

Architect shall, not later than 10 days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Architect on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Architect has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Architect fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

4-A.31

***For use with Percentage of Construction Cost Contracts: [Phases 2 and 3 of Legat's Proposal]***

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Architect means the total cost to Owner, as estimated by Architect or as bid by the Contractor engaged to perform the Project, whichever is less, of all elements of the Project designed or specified by Architect; provided, however that Construction Cost of the Project shall not include Architect's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Schematic Design:	15 %
Design Development:	20%
Construction Documents:	40%
Bidding and Negotiations:	5%
Construction Administration:	20%

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Architect's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

4-A-32

VILLAGE OF LA GRANGE  
Public Works Department

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager  
Ken Watkins, Director of Public Works  
Andrianna Peterson, Assistant Village Manager

DATE: March 10, 2008

RE: **PURCHASE – TRASH RECEPTACLES FOR THE CENTRAL  
BUSINESS DISTRICT AND WEST END BUSINESS DISTRICT**

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The FY 2007-08 TIF Budget provides for the updating of certain streetscape furnishings which include trash receptacles and landscape planters. In addition, the FY 2007-08 Building and Grounds Budget provides for \$10,000 to add and replace trash receptacles in the West End Business District. Currently, there are a variety of sizes and styles of trash receptacle throughout the Central Business District and West End Business District. In order to enhance the appearance of both business districts by establishing uniformity and of sufficient quantity and capacity, it is our intention to replace the trash receptacles with a single style currently in use within the public plaza and parking structure (See attached photo.)

The trash receptacles in the public plaza and parking facility were selected as part of the construction contract and were supplied by Nu-Toys, a local vendor. In an attempt to obtain competitive pricing we contacted the manufacturer for other vendors who could potentially submit a quote. We were informed by the manufacturer that the vendors each have protected territories, so Nu-Toys would be the only supplier available to us.

We have reviewed our current on-street inventory of trash receptacles in the Central Business District, including existing sizes and locations, and noted there are a total of 47 cans, 16 large (32 gallon) and 31 small (22 gallon). It is recommended that all existing trash receptacle locations remain and be replaced with new receptacles. We also recommend purchasing five extra receptacles (2 large and 3 small) that we can keep on hand for replacement purposes. As a repeat customer, Nu-Toys has offered the Village a 5% discount on each order. The following table reflects the quote submitted by Nu-Toys for the Central Business District:

4-13

Board Report March 10, 2008 – Page 2  
Purchase – Trash Receptacles For The Central Business District And  
West End Business District

QTY.	RECEPTACLE SIZE	UNIT COST	TOTAL COST
18	32 Gallon Can	\$1,228	\$22,104
34	22 Gallon Can	\$1,149	\$39,066
			- 3,059 Discount
			+ 1,485 Shipping
			\$59,596

Similarly, we have evaluated current inventory and areas of need for trash receptacles in the West End Business District. Eight trash receptacles are proposed for Stone Avenue Station, and adjacent areas including the 700 block of Hillgrove Avenue. The receptacles on the West End would match those in the Central Business District providing for continuity throughout our primary commercial areas.

QTY.	RECEPTACLE SIZE	UNIT COST	TOTAL COST
5	32 Gallon Can	\$1,228	\$6,140
3	22 Gallon Can	\$1,149	\$3,447
			- 479 Discount
			0 Shipping
			\$9,108

As Nu-Toys is the sole source vendor for the selected trash receptacle, we recommend the Village Board waive the formal bid process and authorize staff to purchase 23 large and 37 small trash receptacles from Nu-Toys, La Grange, Illinois for a total cost of \$68,704.

4-B.1



32 GAL

PLAZA

4-13.2

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

March 10, 2008

Consolidated Voucher 080310

<u>Fund No.</u>	<u>Fund Name</u>	<u>03/10/08 Voucher</u>	<u>03/07/08 Payroll</u>	<u>Total</u>
01	General	176,378.83	252,167.24	428,546.07
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF			0.00
24	ETSB	17,345.21		17,345.21
40	Capital Projects			0.00
50	Water	21,425.24	33,273.68	54,698.92
51	Parking	6,315.09	18,133.39	24,448.48
60	Equipment Replacement	15,778.00		15,778.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,678.20	8,870.99	10,549.19
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>238,920.57</u>	<u>312,445.30</u>	<u>551,365.87</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

4-C

MINUTES

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

Monday, February 25, 2008 - 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 Robert Milne, the following were present:

PRESENT: Trustees Langan, Horvath, Kuchler, Livingston, Palermo and Wolf (arrived 7:45 pm)

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Mark Burkland  
Community Development Director Patrick Benjamin  
Assistant Community Development Director / Planner Angela Mesaros  
Finance Director Lou Cipparrone  
Public Works Director Ken Watkins  
Police Chief Mike Holub  
Fire Captain Gary Mayor  
Doings Reporter Ken Knutson  
Suburban Life Reporter Joe Sinopoli

2. PRESIDENT'S REPORT

President Asperger extended a thank you to the La Grange Auxiliary Police for outstanding volunteer service to the community.

The Budget Workshop is scheduled for Saturday, March 8 at 8:00 a.m. in the lower level conference room of the Village Hall. The public is invited to attend and participate in the discussion. Draft copies of the budget will be available at the Village Hall and Public Library as well as posted on the Village's website.

Lastly, President Asperger announced that vehicle and animal license renewal notices will be mailed shortly. As a convenience to residents, the Finance Department will

maintain extended hours on Saturday, April 26 from 9 to noon and on Wednesday, April 30 until 7 p.m.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

President Asperger requested that public comments regarding the YMCA Redevelopment Project be deferred until the Board has discussed the item. There were no other comments related to agenda items.

4. OMNIBUS AGENDA AND VOTE

- A. Award of Contract – Emergency Services and Disaster Planning – Community Notification System (Code Red Emergency Communication Network of Ormond Beach, Florida)
- B. Resolution (R-08-01) – Authorizing the Distribution of Community Development Block Grant Funds / Accessibility Improvements to Village Hall and Police / Fire Facility
- C. Consolidated Voucher 080225 (\$520,002.95)
- D. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, February 11, 2008
- E. Minutes of the Village of La Grange Executive Committee Meeting Monday, February 11, 2008

It was moved by Trustee Langan to approve items A, B, C, D and E of the Omnibus Agenda, seconded by Trustee Horvath. Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo, and President Asperger  
Nays: None  
Absent: Trustee Wolf (arrived 7:45 p.m.)

5. CURRENT BUSINESS

President Asperger noted that for convenience and to allow audience comments relating to the YMCA Redevelopment Project, the Solid Waste contract (item B would be discussed first).

- B. Award of Contract – Solid Waste Collection and Disposal Services: Referred to Trustee Palermo

Trustee Palermo explained that the joint contract with La Grange Park for solid waste collection and disposal services awarded to Allied Waste (formerly BFI)

4-0.1

expired on March 30, 2007. Negotiations with Allied Waste resumed with their request for the implementation of a fixed fee rather than a volume-based system. La Grange Park determined that a fixed fee was preferable; however La Grange felt the need to seek input from residents. Therefore, a six-month extension was initiated with Allied Waste in order to conduct the residential citizen survey.

Trustee Palermo noted that citizen feed-back overwhelmingly requested the continuance of the current system for its user fee nature and incentive to recycle. Trustee Palermo added that survey results also included a request for a "Spring Clean Up" day.

Trustee Palermo indicated that after numerous negotiation sessions with Allied Waste, a tentative agreement was reached for a solid waste contract, retroactive to April 1, 2007. Trustee Palermo reiterated the major contract changes and sticker rates for the five-year contract will expire on April 30, 2012. The contract would include "Spring Clean Up" day in 2008 and Trustee Palermo noted the final contract document was yet to be reviewed by Allied Waste.

It was moved by Trustee Palermo to approve a five-year contract for solid waste collection and disposal services with Allied Waste; and to authorize the Village President and Village Clerk to execute the contract on behalf of the Village once it is in a final form satisfactory to the Village Manager and Village Attorney, seconded by Trustee Livingston.

Trustee Horvath noted his approval of the contract and the inclusion of a "Spring Clean Up" day.

Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo, and Wolf

Nays: None

Absent: None

- A. Ordinance – (1) Zoning Map Amendment, (2) Amendment to Comprehensive Plan, (3) Design Review Permit, (4) Special Use Permit, (5) Planned Development Concept/Final Plan, (6) Site Plan Approval and Elevations to Authorize a Mixed Retail and Multiple Family Residential Development, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.: Referred to Trustee Livingston

Trustee Langan stated that he would recuse himself from this item due to his employment with the YMCA Metropolitan Chicago. Trustee Langan noted he would remain present in the audience.

Trustee Livingston gave background information relevant to the proposed development noting the involvement of the Plan Commission, YMCA, Park

4.0.2

District, and numerous individuals with different ideas throughout the process. Trustee Livingston explained that Atlantic Realty Partners of Atlanta, Georgia is the contract purchaser of the property located at the northeast corner of La Grange Road and Ogden Avenue and further explained the mixed use redevelopment proposal under consideration.

The property is currently located within two zoning districts and Trustee Livingston described the series of considerations that were evaluated before determining the entire property should be zoned within a unified C-3 district (general service commercial). In addition to rezoning, the proposed uses require an amendment to the long range land use section of the Comprehensive Plan.

Trustee Livingston explained the series of extensive revisions made by Atlantic Realty as part of the pre-application meetings with Village staff, representatives from the Design Review Commission and Plan Commission, Village Planner and Village Engineer.

Trustee Livingston noted that a planned development is a distinct category of a Special Use and described the numerous public hearings and meetings held to review preliminary planning documents. Reports were provided regarding the proposal including: adequacy of infrastructure by the Village Engineer; traffic study and roadway system analysis by traffic consultant KLOA; a market study by consultant Goodman Williams; and a financial analysis by Kane McKenna.

After numerous revisions to the project the Final Plan from the applicant resulted in improvements relevant to vehicular traffic; pedestrian movements; building mass; density; and open space. Trustee Livingston indicated that the applicants presented the revisions and the Plan Commission voted unanimously to recommend approval of all of the applications.

Trustee Livingston noted the collaborative planning effort between the Village Staff, Atlantic Realty Partners, and the Plan Commission and noted that Village Attorney Mark Burkland has prepared an ordinance for consideration.

President Asperger briefly explained how the Zoning Code governed the process, the Village Board's role, and what the Village Board should consider in evaluating the proposal.

President Asperger stated that the project was introduced to the Village Board on February 11. Because of the length of the presentations between the developer and staff, there was no opportunity to receive public comment at that time. President Asperger noted that public comment would be received before any action is taken. As concerns relative to traffic and pedestrian movements was of considerable concern to both the Village Board and the public, President Asperger introduced Mr. Eric Russell of KLOA who made a presentation to the Board relative to the numerous traffic improvements which were recommended and

agreed upon by Atlantic Realty. Mr. Russell noted that KLOA will work with the developer and staff to secure approval from IDOT for traffic improvements.

President Asperger opened the floor for Trustee discussion.

Considerable discussion ensued. Trustees expressed concerns about traffic conditions in and around the intersection of La Grange Road and Ogden Avenue. Mr. Russell noted that the developer is agreeable to a new traffic signal at Locust and Ogden Avenue, pedestrian count-down signals, new overhead and pedestrian oriented lighting, bollards, wide sidewalks, and other improvements. Questions arose regarding the developer's compliance with IDOT and President Asperger noted that building permits would not be issued until all criteria were met.

Trustee Horvath inquired about a pedestrian bridge and Mr. Russell noted that it was determined it would be under utilized given its close proximity to the new traffic signals on Ogden Avenue.

Many responses to numerous Trustee inquiries concerning traffic movements and pedestrian safety indicated that details could not be determined or answered until final engineering was completed.

The discussion then proceeded to land use and development issues such as the commercial uses, residential parking, market trends for the residential component, density and design appearance.

Trustee Livingston noted that open lines of communication are critical to the development project and it is important to discuss items of concern while the opportunity exists.

Trustee Palermo expressed concerns with tenant mix and parking capacity.

Trustee Kuchler feels this is a great site for a high end product and should be designed with flexibility.

Trustee Wolf believes more information is needed to consider reducing the level of density.

At 9:50 p.m. President Asperger opened the floor for audience comments on the YMCA Redevelopment Project.

1. Harlan Hirt, 421 S. Spring Avenue noted his concerns relating to through traffic and additional parking along with the need to fine tune the zoning code. Mr. Hirt does not believe the Village should swap a portion of the property to the Park District and feels the Village Board should reject the Plan Commission's recommendation for this project.

LI-0.4

2. Mr. Dan Pancake, YMCA Board member, feels the Board should move quickly and prudently, and come to an agreement on this project.
3. Kevin Pugliese, 29 Brewster Avenue, La Grange Park does not believe this project should be approved at this location due to the volume of traffic. Mr. Pugliese also noted his concern for overcrowding in the school system if this project moves forward.
4. Robert Ware, Executive Director of the West Suburban Chamber of Commerce is in favor of the redevelopment project known as La Grange Place and feels it is critical in keeping the existing downtown businesses alive which in turn will benefit the school system and other taxing entities.
5. Tim Reardon, 21 S. La Grange Road expressed his belief that the development represents a great opportunity to improve the location and make it safe with the proposed improvements.
6. William Dobias, 141 N. La Grange Road believes that KLOA has done an excellent job in their analysis and presentation. Mr. Dobias does however have concerns regarding the retail establishments and parking capacity. He feels the Village should consider hiring a planning consultant.
7. Nathan Stowe, Brookfield expressed traffic concerns on Ogden Avenue.
8. Mr. Kram, 222 N. Kensington does not believe this project is in the best public interest and does not think it considers the community as a whole.

President Asperger explained that the site plan is a preliminary concept for Gordon Park improvements and not intended to represent the redevelopment. The Park District has assured the Village that they look forward to sharing concept plans for Gordon Park in the near future. President Asperger noted that continued discussion will resume at the next regularly scheduled Village Board meeting on March 10, 2008.

6. MANAGER'S REPORT

None

7. PUBLIC COMMENTS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

4-0.5

10. ADJOURNMENT

At 10:35 p.m. it was moved by Trustee Palermo to adjourn, seconded by Trustee Livingston. Approved by unanimous voice vote.

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

ATTEST:

\_\_\_\_\_  
Robert N. Milne, Village Clerk

\_\_\_\_\_  
Approved Date

4-0.6

# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, MARCH 10, 2008

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

Robert N. Milne  
Village Clerk

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

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

DATE: March 10, 2008

RE: **ORDINANCE - (1) ZONING MAP AMENDMENT, (2) AMENDMENT TO COMPREHENSIVE PLAN, (3) DESIGN REVIEW PERMIT, (4) SPECIAL USE PERMIT, (5) PLANNED DEVELOPMENT CONCEPT/FINAL PLAN, (6) SITE PLAN APPROVAL AND ELEVATIONS TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.**

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The land use and development application for the northeast corner of La Grange Road and Ogden Avenue, which encompasses the 4.29-acre former Rich Port YMCA property and 2.82 acres of Park District property including the site of their former maintenance shed and 2.04 acres of open space park land, was presented to the Village Board on Monday, February 11, in a workshop setting. At that time, the applicant, Atlantic Realty Partners, presented an overview of the history of the project, evolution of the site plan and design, and analysis of the proposed site plans, mix of uses and elevations. You have received new binders from Atlantic Realty with updated exhibits and applications, including an executive summary, aerial perspectives, site plans, architectural elevations, and 3D Models as well as previously submitted fiscal impact analysis, traffic study and market analysis.

At the February 11 workshop, the Village Board made preliminary inquiries of the applicant. In addition, President Asperger asked the Board members to forward any additional comments or questions to the Village Manager. Then, the matter was continued to the next regular Village Board meeting on February 25.

A copy of the corresponding Board Report, which outlined the application, public hearing process, modifications to the proposed plan, and the Plan Commission's recommendation, is attached for your reference as Exhibit 1.

At the February 25 meeting, considerable discussion ensued, with a particular focus on traffic management, pedestrian safety and access, and certain elements of the land use and development plan. Public comments were also received.

5-A.1a

The matter then was continued to a third meeting of the Village Board, set for this Monday, March 10. Under separate cover the Village Board has been provided with a draft copy of the development agreement. Many of the concerns expressed by the Village Board at the previous two meetings are addressed as terms and conditions in the development agreement.

We propose that the Village Board proceed on Monday in the following manner:

1. Continue and conclude acceptance of public comments;
2. Continue with Village Board deliberations, seeking clarifications from the applicant as necessary; and
3. Take action, if appropriate, on the proposed ordinance, which would grant the necessary zoning approvals for the proposed project. The proposed ordinance has been revised to reflect the deliberations of the Village Board and some comments from the applicant. The current draft of the ordinance is attached as Exhibit 2.

With respect to action on the applications, the Village Board has several options. Those options are as follows:

1. Approve the applications as recommended by the Plan Commission, with the conditions stated in the proposed ordinance or with other conditions determined by the Village Board to be necessary and appropriate. The Village Board's approval would be made by passing the ordinance either in its current form or as modified in writing during the meeting.
2. Request that the applicant modify its proposal in one or more specific ways to address particular concerns of the Village Board. If modifications are requested, and the applicant states that it will make the modifications, then the Village Board may pass the proposed ordinance (as it may be revised during the meeting to reflect the agreed-on modifications) or may continue the matter to a subsequent regular or special meeting of the Village Board with the understanding that once the modifications are made, the Village Board will act on the ordinance.
3. Remand the applications to the Plan Commission for further consideration of specific elements of the proposal and the Board's particular concerns about those specific elements. It would be inappropriate to remand the applications without clear direction to the Plan Commission from the Village Board identifying its specific concerns and providing guidance on the Board's expectations. Note that the Zoning Code provides that the applicant must agree to any extension of time for Village Board action beyond 45 days after the Board received the Plan Commission's recommendation. The applicant

5-A-2a

surely will agree, because if it does not agree, the applications are deemed to be denied.

4. Deny the applications. The best way to deny the applications is for the Village Board to vote on a motion to approve the proposed ordinance. Because 4 affirmative votes are required to pass the ordinance, a vote of fewer than 4 ayes will act as a denial of the applications.

Representatives of Atlantic Realty Partners will be in attendance at the meeting to answer any questions you may have regarding their applications.

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5-A-3a

**Exhibit 1**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

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

DATE: February 25, 2008

RE: **ORDINANCE - (1) ZONING MAP AMENDMENT, (2) AMENDMENT TO COMPREHENSIVE PLAN, (3) DESIGN REVIEW PERMIT, (4) SPECIAL USE PERMIT, (5) PLANNED DEVELOPMENT CONCEPT/FINAL PLAN, (6) SITE PLAN APPROVAL AND ELEVATIONS TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.**

---

At your previous meeting on February 11, Village staff and the developer, Atlantic Realty Partners, presented an overview of the history of the project, evolution of the site plan and design, and analysis of the proposed site plans, mix of uses and elevations. You have received new binders from Atlantic Realty with updated exhibits and applications, including an executive summary, aerial perspectives, site plans, architectural elevations, and 3D Models as well as previously submitted fiscal impact analysis, traffic study and market analysis.

In summary, Atlantic Realty Partners of Atlanta, GA, is the contract purchaser of the property located at the northeast corner of La Grange Road and Ogden Avenue, which encompasses the 4.29-acre former Rich Port YMCA property and 2.82 acres of Park District property, including the site of their former maintenance shed and 2.04 acres of open space park land. The mixed use redevelopment proposal under consideration includes the following elements:

- Retail at the corner of La Grange Road and Ogden Avenue (20,000 square feet);
- Four 5-story multiple family residential buildings with a total of 283 rental apartments;
- Additional retail (13,000 square feet) on the first floor of multi-family Building 'C';
- Covered parking with green space and amenities;
- Twenty-six (26) town homes; and
- Open, green space on the western third of the town home property.

The subject property is currently located within two zoning districts: (1) the southwest portion abutting La Grange Road and Ogden Avenue is zoned C-3 General Service Commercial and (2) the northern portions consisting of four parcels of the YMCA property and two Park District parcels is zoned OS Open Space. Staff and the Village Attorney had several discussions with Atlantic Realty

about the most appropriate zoning for this site. Due to the proposed density, we first considered zoning the entire site as R-8 multiple-family residential. However, retail uses are not permitted within the residential districts. We also analyzed several different combinations of the R-8 and C-3 districts. We could not find a combination of districts that fit the site. Finally, we determined that the entire property should be zoned within a unified C-3 district.

In addition to rezoning, the proposed uses also require an amendment to the Long Range Land Use Plan of the *Comprehensive Plan*. The Park District parcels are classified as open space and recreation. Therefore, the plan must be amended to reclassify the property to high density residential for a portion of the multiple family buildings and medium density residential for the townhomes.

The development concept has undergone a series of revisions over the past year. As provided in our Zoning Code, Atlantic Realty participated in two pre-application meetings held on April 11, 2007 and May 29, 2007, with Village management, Department Head staff, Design Review and Plan Commissioners, Village Planner and Village Engineer. These meetings resulted in extensive revisions to the façade of the corner retail building and more detailed plans expanding the site plan to include improvements and enhancements to Gordon Park directly east of the subject property.

As originally proposed, the development required zoning relief from several provisions of the Code, including lot area per unit, height, setbacks from streets, off-street parking for multiple-family, and building spacing. Subject to the standards and limitations established in the Zoning Code, the Village Board of Trustees has the authority, in connection with the granting of any Planned Development approval to alter, vary or waive provisions of this Code as they apply to an approved Planned Development.

A Planned Development is a distinct category of Special Use and has the same general purposes of all special uses. According to Section 14-502 of the Zoning Code, "*In particular, however, the planned development technique is intended to allow the relaxation of otherwise applicable substantive requirements based upon procedural protections providing for detailed review of individual proposals for significant developments.*"

In August 2007, Atlantic Realty submitted the following applications:

- Map Amendment to rezone portions of the property from OS Open Space to the C-3 General Service Commercial District.
- Amendment to the *Comprehensive Plan* (Long Range Land Use Plan).
- Text Amendment to authorize relief from density and building spacing.
- Design Review permit.
- Special Use permit.
- Planned Development (development concept plan and final plan) with relief from certain zoning regulations.

5-A.1

- Site Plan Approval.

A Plan Commission public hearing was held on the applications beginning on September 11, 2007. The Commission held public workshops on October 9, October 23, November 13, 2007, and January 8, 2008, and continued the public hearing for one additional evening on January 22, 2008.

As summarized at your meeting, in addition to Village staff from all disciplines, consultants were hired to further review submittals and to conduct independent analyses of the project. The consultants summarized their findings at the Plan Commission hearings. We have attached the following studies:

- Heuer and Associates, Civil Engineer, *Review of Preliminary Planning Documents*, dated October 5, 2007. Tom Heuer, the Village's consulting engineer, indicated that infrastructure was adequate for future growth.
- KLOA, Traffic Consultant, *La Grange Place Traffic Study and Roadway System Analysis*, dated October 5, 2007, included several recommendations for vehicular and pedestrian improvements, most of which have been recommended as conditions of the attached ordinance.
- Goodman Williams, the marketing consultant who prepared the Market Assessments in conjunction with our Comprehensive Plan, *Review of Market Study*, October 10, 2007, reviewed the market feasibility of the project. Linda Williams concluded that this is an excellent site for rental apartments and the number of units will add a younger demographic that will benefit downtown retail stores and restaurants. In a Memorandum dated October 10, 2007, Ms. Goodman indicated that quality new apartment complexes need to have enough units to support project amenities (clubhouse, fitness room and pool). The memo further recommended slight changes in the unit mix to include more smaller units and fewer three-bedrooms.
- Kane McKenna, *Financial Analysis*, dated August 30, 2007, indicated that this project would have a very positive fiscal impact and a positive impact on the schools.

At the public hearings and workshops, the applicant, working collaboratively with the Commissioners, provided the following revisions to the plans:

- Reduced density from 335 total units (298 apartments and 37 townhomes) to 309 total units (283 apartments and 26 townhomes);
- Divided multiple family component from two large buildings into four separate buildings;
- Revised the east elevation, provided glazing at the ground floor and larger windows in order to add interest;

5-A.2

- Changed pitched roof of multiple family buildings to flat roof with parapets and undulations to reduce the appearance of bulk; and
- Dedicated the western 1/3 of the town home property to permanent open space.

With the revisions, the project no longer requires text amendments to the Code for building spacing and lot area per unit. Relief is necessary from the following zoning requirements; the requested waivers fall within the authorized limits of the Zoning Code:

- Lot area per unit
- Height
- Setbacks from streets
- Number of parking spaces for multiple family dwellings
- Parking circulation

Key features of the Final Plan that resulted from the workshops and meetings are as follows:

- Vehicular Improvements – One of the areas of greatest concern to staff, Commissioners and the public is vehicular circulation/access to the site. As recommended in the traffic study conducted by KLOA, Atlantic Realty has agreed to numerous traffic improvements, including but not limited to consolidation of entrances along the La Grange Road and Ogden Avenue corridors, right-in/right-out only at driveway entrance to Ogden, traffic signals and left turn pocket at intersection of Ogden and Locust, dedicated right turn lane on westbound Ogden at La Grange Road, replacement of overhead streetlights and reconstruction of Shawmut and Locust. Staff will work with the developer and KLOA to secure approval of IDOT.

To further improve vehicular circulation in the general area, KLOA has recommended the creation of a left turn lane on southbound La Grange Road at Shawmut Avenue and that the Village eliminate the five on-street parking spaces on the west side of La Grange Road, south of Brewster.

During one of the public hearings, citizens expressed concerns about cut-through traffic on Brewster Avenue. Several speed and traffic surveys were conducted in October 2007. Those studies confirmed citizen observations that cut-through activity does occur, and is tied directly to train movements. A preponderance of cut-through traffic proceeded west beyond Madison Avenue, about 80% in one survey. In response to these citizen concerns, Village staff has separately recommended a combination of: (i) regulatory signage; (ii) signage/physical improvements at the corner of Amoco/McDonalds; and (iii) traffic enforcement to address this issue. Shared corporate boundaries extending into the centerline of Brewster Avenue also need to be addressed. Work on this issue will progress independent of this requested land use approval.

5-A.3

- Pedestrian Improvements – With narrow sidewalks that lack landscape buffers, crosswalks in need of repair, utility poles obstructing pedestrian walkways, and poor lighting, the corner of La Grange Road and Ogden Avenue is not conducive to pedestrian movements. Atlantic has agreed to provide extensive improvements to this area including: (1) burial of all overhead utilities, (2) widened dedicated unobstructed sidewalks, (3) a corner island on the east approach, (4) pedestrian-oriented streetlights, (5) bollards at corners of the intersection, (6) installation of pedestrian countdown signals, (7) refreshed pavement markings, and (8) new and improved lighting as described in the preceding paragraph. Attached is an exhibit of the proposed improvements to this intersection.
- Building Mass – When staff first reviewed the development concept, the plan included four separate multiple family buildings with a large courtyard open space area. In order to reduce the height of the buildings without decreasing the number of units, Atlantic revised the original concept and presented two large apartment buildings to the Plan Commission. Commissioners felt that the two buildings appeared bulky and massive, especially on the east elevation. Therefore, Atlantic revised the project into four separate buildings, which is reflective of the conceptual site plans.
- Density – The *Comprehensive Plan* identifies the eastern portion of this property as “high density residential.” This density can result in a consistent population base immediately within the downtown corridor that could support the businesses in the Central Business District and with the proposed pedestrian improvements, would likely do so without additional vehicular trips. However, Commissioners felt that the original density (which would have required amending our Code) was too crowded for this site. Through the collaborative planning process, the number of units has been reduced to an amount that is within the authorized limits of the Zoning Code.
- Open Space – An important standard of Planned Development approval is the creation and maintenance of public open space. Therefore, the proposal to develop 2.8 acres of parkland was seriously considered by staff and Commissioners. Initially, the public expressed concern about the loss of open space and the impact on the La Grange Towers immediately adjacent to the west. Eventually the public case was made to support the townhome development. Park District officials more clearly explained the offsetting improvements to Gordon Park possible through the sale of the property, including regrading and topsoil for the playing fields, landscape planning services, and construction of an entryway feature. In addition, Atlantic has agreed to dedicate the western 1/3 of the townhome property to open space.

At the hearing on January 22, 2008, the Applicant presented the revised documents. With all seven members voting, the Plan Commission voted unanimously to recommend approval of all of the applications, with the many conditions that are listed in the attached ordinance.

Staff was very pleased with the collaborative planning effort of Atlantic Realty Partners and the Plan Commission and the improvements to the final plans as well as the demonstrated ability of the development team. We concur with the recommendations of the Plan Commission. Village Attorney, Mark Burkland has prepared the attached ordinance for your consideration, granting:

- (1) Map Amendment to rezone portions of the property from OS Open Space to the C-3 General Service Commercial District.
- (2) Amendment to the *Comprehensive Plan* (Long Range Land Use Plan).
- (3) Design Review permit.
- (4) Special Use permit.
- (5) Planned Development (development concept plan and final plan) with relief from certain zoning regulations.
- (6) Site Plan Approval.

The conditions recommended by the Commissioners have been revised slightly based on conversations between Village staff, Village Attorney and Atlantic Realty's Attorney. Changes include language that the improvements will substantially conform to Village standards, allowances for a combination of materials for the green roof, and inclusion of a list of approved retail uses in the Development Agreement. We have also added the condition that Atlantic install a kiosk of a style consistent with the Village's way-finding signage program.

In addition, the Village Attorney is in the process of drafting a Development Agreement. We will use an agreement similar to the one executed for La Grange Pointe last year.

Representatives of Atlantic Realty Partners will be in attendance at the meeting to answer any questions you may have regarding their applications.

5-A.5

VILLAGE OF LA GRANGE

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

AN ORDINANCE AMENDING THE OFFICIAL COMPREHENSIVE PLAN  
AND APPROVING DEVELOPMENT OF THE FORMER YMCA PROPERTY  
WITH RESIDENTIAL AND RETAIL USES

WHEREAS, Atlantic Realty Partners (the "*Applicant*") is the legal owner or contract purchaser of certain parcels of property located in the Village of La Grange at the northeast corner of the intersection of La Grange Road and Ogden Avenue, which parcels are depicted and legally described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (collectively the "*Property*"); and

WHEREAS, most of the Property previously was the location of the facilities and programs of the Rich Port YMCA, which relocated all of its facilities and programs and entered into a contract to sell its property to the Applicant; and

WHEREAS, the smaller remaining portion of the Property is owned by the Park District of La Grange, which has entered into a contract to sell those parcels to the Applicant; and

WHEREAS, most of the Property currently is classified in the Village's C-3 General Service Commercial District, with the remaining portion of the property being classified in the OS Open Space District; and

WHEREAS, the Applicant proposes to develop the Property with 283 multiple family dwelling units, 26 townhouses, and retail space along with open space, roadways, parking, sidewalks, lighting, and various other related improvements (the "*Project*"); and

WHEREAS, to secure the approvals necessary to authorize the proposed Project, the Applicant filed applications (the "*Applications*") with the Village seeking approval of (1) a Zoning Map amendment to reclassify into the C-3 District all portions of the Property that currently are classified in the OS Open Space District, (2) a special use permit authorizing a planned development, (3) planned development concept plans and final plans, (4) various modifications of Zoning Code standards to authorize the Project as proposed, (5) site plans, and (6) a design review permit for the exterior appearance plans; and

WHEREAS, as part of its consideration of the Project, the Village proposed an amendment to the Village's Official Comprehensive Plan to reclassify certain portions of the Property for medium density residential use and other portions for high density use; and

WHEREAS, pursuant to public notice thereof published in the Suburban Life newspaper, the La Grange Plan Commission conducted a public hearing, including a

5-A.6

series of hearing sessions that concluded on January 22, 2008, to consider the Applications and the amendment to the Comprehensive Plan; and

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

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

WHEREAS, the President and Board of Trustees of the Village of La Grange have considered the findings and recommendations of the Plan Commission, the plans for the proposed Project, and all of the facts and circumstances affecting the Applicant's proposal, and the President and Board of Trustees have determined that the Applications meet the standards set forth in the Zoning Code applicable to the relief sought by the Applicant if the conditions set forth in this Ordinance are satisfied; and

WHEREAS, the President and Board of Trustees also have determined that it is appropriate to amend the Official Comprehensive Plan as provided in this Ordinance;

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

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

Section 2. Approval of Zoning Map Amendment. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Chapter 14, Part VI of the La Grange Zoning Code, hereby amends the Village's Zoning Map to reclassify all portions of the Property into the C-3 District.

Section 3. Approval of Special Use Permit for a Planned Development. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and 14-401 of the La Grange Zoning Code, hereby grants to the Applicant a special use permit authorizing a planned development, subject to the conditions set forth in Section 9 of this Ordinance.

Section 4. Approval of Planned Development Concept and Final Plans. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Chapter 14, Part V of the La Grange Zoning Code, hereby approves the planned development concept plans and final plans for the Project in the form attached to this Ordinance as Exhibit B and by this reference incorporated into this Ordinance

(the "Approved PD Final Plans"), subject to the conditions set forth in Section 9 of this Ordinance.

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

- A. Minimum Lot Area Per Unit. The minimum lot area per multiple family dwelling unit for the Project is 1,000 square feet. The calculation of this standard will include the entirety of the Property, including the North Open Space Parcel as defined in Subsection 9M of this Ordinance, so long as that North Open Space Parcel is maintained as open space (regardless whether public or private and regardless of ownership of that parcel).
- B. Maximum Height. The maximum height for the buildings identified as Buildings A, B, C, and D in Exhibit B is five stories and 70 feet.
- C. Minimum Yards and Minimum Setbacks from Streets. The minimum yards and minimum setbacks from streets for the buildings identified as Buildings C, D, and E in Exhibit B are the distances specified on the Approved Site Plan defined in Section 6 of this Ordinance.
- D. Minimum Number of Off-Street Parking Spaces. The minimum number of required off-street parking spaces for the dwelling units in the buildings identified as Buildings A, B, C, and D in Exhibit B is 1.4 spaces per dwelling unit. The minimum overall number of off-street parking spaces required for the Project is 401 spaces, as depicted in the Approved PD Final Plans.
- E. Circulation Aisles for Underground Parking. The required widths and locations of the circulation aisles for the underground parking within the Project (under Buildings A, B, C, and D) are the widths and locations specified in the Approved PD Final Plans.

Section 6. Site Plan Approval. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Section 14-402 of the La Grange Zoning Code, hereby approves the site plan for the Project in the form included in Exhibit B to this Ordinance (the "Approved Site Plan"), subject to the conditions set forth in Section 9 of this Ordinance.

Section 7. Design Review Approval. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Section 14-403 of the La Grange Zoning Code, hereby grants to the Applicant a design review permit approving the exterior appearance plans for the Project in the form included in Exhibit B to this

Ordinance (the "Approved Exterior Appearance Plans"), subject to the conditions set forth in Section 9 of this Ordinance.

Section 8. Approval of Amendment to Comprehensive Plan. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Sections 2-105 and 2-106 of the La Grange Zoning Code, hereby amends the Village's Official Comprehensive Plan, Figure 2 titled "Long-Range Land Use Plan," to reclassify portions of the Property from "Open Space and Recreation" to "Medium Density Residential" (for the property on which townhouses are approved) and "High Density Residential" (for the property on which a part of the multiple family buildings are approved), as generally depicted in Exhibit C attached to this Ordinance and by this reference incorporated into this Ordinance. The Village Manager is authorized and directed to cause a new Figure 2 to be prepared in final form, published, and filed as provided by law.

Section 9. Conditions. The approvals granted in Sections 3 through 7 of this Ordinance have been granted expressly subject to, and are at all times subject to, the following conditions:

- A. Lighting Plans. Before the Village issues any building permit for the Project, the Applicant must submit, for Village review to determine conformance with applicable Village standards, all lighting plans and elements for the Project including among other things photometric calculations, choices of all lighting fixtures, and all lighting standards throughout the Project.
- B. Construction Staging Plan, Hours. Before the Village issues any building permit for the Project, the Applicant must submit, for Village review to determine conformance with applicable Village standards, a construction staging plan for the Project, including among other things demolition phasing, delivery routes, construction parking, and street cleaning. The Village Manager may impose reasonable conditions on the construction staging for the Project as necessary to protect the public safety and welfare. Construction activities generating outdoor noise of any kind is permitted within the Village only during the following hours: Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 6:00 p.m.; and Sunday 12:00 p.m. to 5:00 p.m.
- C. Plats; Survey. Before the Village issues a certificate of occupancy for the Project, the Applicant must submit one or more properly prepared plats of consolidation or subdivision and an ALTA survey for the entire Property.
- D. Declaration of Conditions, Covenants, and Restrictions. Before the Village issues any building permit for the Project, the Applicant must submit one or more declarations of conditions, covenants, and restrictions to create one or more property owners associations and to otherwise

5-A.9

govern development and maintenance of the Project, in a form or forms satisfactory to the Village Manager and Village Attorney.

- E. Development Agreement. Before the Village issues any building permit for the Project, the Applicant must enter into a development agreement with the Village based on the Village's model form and in a final form satisfactory to the Board of Trustees. The development agreement must include, among other things, a timetable for completion of infrastructure improvements, reasonable Village consent to any transfers of ownership of the Project before its completion, and the posting of performance security for completion of the infrastructure improvements.
- F. Grading Plans and Other Engineering Plans. Before the Village issues any building permit for the Project, the Applicant must submit final grading and engineering plans for Village review to determine conformance with applicable Village standards.
- G. Building Materials. The Applicant must submit samples of all final building materials for the exterior of the buildings on the Subject Property. Each of those samples will be subject to reasonable review and approval of the Village Manager before it is used in the Project.
- H. Landscaping and Screening Plans. Before the Village issues any building permit for the Project, the Applicant must submit detailed screening and landscaping plans to the Village for Village review to determine conformance with applicable Village standards. Wherever possible, the Applicant must install native vegetation to facilitate good drainage and erosion control.
- I. Roof. Before the Village issues any building permit for the Project, the Applicant must submit plans for review and approval by the Director of Community Development to: (i) install a roof surface with a Solar Reflectance Index (SRI) compliant with the LEED ND rating system and vegetation, that in combination covers 75 percent of the roof surface, if reasonably possible, and (ii) to install a water collection, storage, and pumping system to the extent reasonably feasible to collect rainwater for landscaping irrigation uses.
- J. Underground Utilities. All electrical, cable, and telecommunications equipment and other utilities within the Property must be located underground.
- K. Offsite Relocation and Burial of Electrical Facilities. The Applicant must cooperate with ComEd to relocate, underground, the electrical facilities adjacent to the Property, as outlined in the Applicant's Application for Planned Development dated August 16, 2007. The Village Manager has

the authority to decide the final locations of electrical wires and other facilities.

- L. Bicycle Parking. The Applicant must provide useful bicycle parking within 200 feet of each entrance to a retail space. The Applicant also must provide bicycle parking inside or adjacent to each multiple family building sufficient to accommodate the occupants of each unit. Before the Village issues any building permit for the Project, the Applicant must submit, for reasonable review and approval by the Director of Community Development, detailed plans for the bicycle parking including location, number, and design.
- M. North Open Space Parcel. The parcel of property north of Shawmut Avenue between the existing building known as "La Grange Tower" and the proposed townhouses, as depicted on the Approved Site Plan, (the "*North Open Space Parcel*") must be dedicated as permanent open space by instrument satisfactory to the Village Manager and Village Attorney. The North Open Space Parcel must be maintained either by a property owners association as set forth in a declaration of conditions, covenants, and restrictions or by the Park District of La Grange.
- N. Shawmut Avenue Extension. All approvals for the Project are subject to the condition that the Village has reached a satisfactory agreement with the Park District of La Grange that allows the use of Shawmut Avenue and Locust Avenue in the manner depicted on the Approved PD Final Plans.
- O. Public Dedication of Roads. All roads and related improvements built as part of the Project must be dedicated to the Village, by an instrument satisfactory to the Village Manager and Village Attorney.
- P. Right-of-Way Construction. The Applicant must reconstruct Shawmut Avenue and Locust Avenue to standard Village specifications provided by the Village Engineer, including installation of all underground improvements necessary to serve the Project and roadway system such as drainage systems, electrical facilities, and other utilities and infrastructure.
- Q. Sidewalks. All public sidewalks built as part of the Project must meet standard Village specifications unless other specifications are approved in writing in advance by the Director of Community Development and must be located within public right-of-way to be dedicated to the Village after completion of the Project by an instrument satisfactory to the Village Manager and Village Attorney.
- R. Retail Uses. The retail space within the Project may be leased or sold only for retail-sales-tax-generating uses, unless otherwise approved by the

Village Manager in writing in advance. A list of approved uses will be included in the development agreement for the Project. The Village has the right to require the cessation of any use not in compliance with this Ordinance or the development agreement.

S. Implementation of Engineering Recommendations. The Applicant must implement all of the recommendations from the engineering review conducted by the Village Engineer and dated October 5, 2007.

T. Pedestrian Improvements. The Applicant must prepare detailed engineering plans for approval by the Village Engineer and the Illinois Department of Transportation (“IDOT”) for the following improvements to be completed by the Applicant to the intersection of Ogden Avenue and La Grange Road:

- Re-striping of crosswalks with wide, white longitudinal lines, as approved by Village Manager.
- Repainting of stop bars.
- Installation of countdown pedestrian signals.
- Installation of bollards at the corners of intersections.
- Installation of a corner island on the east approach of Ogden Avenue.
- Installation of pedestrian oriented street lights along the entire length of the Project along Ogden Avenue and La Grange Road.
- Installation of a kiosk of a style consistent with the Village’s way-finding signage program at a location agreeable to IDOT and the Village.

U. Vehicular Improvements. The Applicant must work diligently with the Village to secure approval from IDOT to implement the following recommendations from the traffic and parking study conducted by KLOA and dated October 5, 2007:

- Consolidation of entrances at Ogden Avenue. If authorized by IDOT, installation of a right-in / right-out driveway entrance onto Ogden Avenue.
- Installation of overhead traffic signals and cobra-style overhead street lighting at the intersection of Ogden Avenue and Locust Avenue.
- Installation of a dedicated right-turn lane on westbound Ogden Avenue at La Grange Road of a length and turning radius acceptable to IDOT to accommodate adequate vehicular stacking.
- Installation of traffic signals at the four corners of Ogden Avenue at La Grange Road with combined standards for the traffic control device and cobra-style overhead street lighting.
- Replacement of all overhead, concrete-based streetlights with decorative streetlights (such as the lights currently in use in the

5-A.12

Calendar Court Parking Lot) for the entire length of the Project along Ogden Avenue and La Grange Road.

- Re-striping of the existing pavement on La Grange Road from Brewster Lane south to Shawmut Avenue to provide five traffic lanes including two through lanes in each direction and a separate southbound left turn lane serving Shawmut Avenue.
- Widening of Ogden Avenue from La Grange Road to Locust Avenue to provide a separate eastbound left-turn lane at Locust Avenue.

The Applicant must install the improvements that are approved by IDOT.

V. Park District Improvements. The Applicant must provide the following contributions toward common community open space in the manner directed by the Park District of La Grange:

- Relocation of mature trees within the Property to new locations within Gordon Park to the extent reasonably possible.
- Donation of topsoil and grading services for playing fields within Gordon Park.
- Construction of an archway for the Gordon Park entrance as depicted in the Approved PD Final Plans.
- Payment of certain engineering costs related to the redevelopment of Gordon Park as agreed between the Applicant and the Park District.
- Payment of certain consulting and landscaping architecture and design fees related to the redevelopment of Gordon Park as agreed between the Applicant and the Park District.
- Payment of the costs of certain labor and construction equipment to re-grade Gordon Park as agreed between the Applicant and the Park District.

W. No Authorization of Work. This Ordinance does not authorize commencement of any work within the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

X. Compliance with Applicable Codes, Ordinances, and Regulations. The Property is subject to all Village codes, ordinances, and regulations except as specified provided otherwise in this Ordinance.

Y. Legal Title to Property. Before this Ordinance becomes effective, the Applicant must submit documents to the Village establishing to the

satisfaction of the Village Manager that the Applicant owns legal fee simple title to all of the Property.

- Z. Unconditional Agreement and Consent. The Applicant has agreed to all of the terms and conditions set forth in this Ordinance. To memorialize that agreement, the Applicant must execute and deliver to the Village the Unconditional Agreement and Consent attached to this Ordinance as Exhibit D.

Section 10. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable Village code, ordinance, or regulation is grounds for the rescission of the approvals made in this Ordinance.

Section 11. Effective Date. This Ordinance will be in full force and effect from and after (a) its passage, approval, and publication in pamphlet form in the manner provided by law and (b) submission to the Village by the Applicant of documents establishing to the satisfaction of the Village Manager that the Applicant holds legal fee simple title to all of the Property.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2008.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Elizabeth Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert Milne, Village Clerk

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5-A.14

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

5-A.15

EXHIBIT B

APPROVED PLANNED DEVELOPMENT FINAL PLANS,  
SITE PLANS, AND EXTERIOR APPEARANCE PLANS

5-A.16

EXHIBIT C

GENERAL DEPICTION OF COMPREHENSIVE PLAN AMENDMENT

5-14-17

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Atlantic Realty Partners (the "Applicant"), is the legal owner of a certain property within the Village legally described in Attachment A to this Unconditional Agreement and Consent (the "Subject Property"); and

WHEREAS, the Applicant seeks numerous approvals from the Village necessary for the redevelopment of the Subject Property (the "Project") as described in La Grange Ordinance No. \_\_\_\_\_ adopted the President and Board of Trustees of the Village of La Grange on \_\_\_\_\_, 2008 (the "Ordinance"); and

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

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

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

1. The Applicant unconditionally agrees to and accepts, and will abide by, all of the terms, conditions, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Subject Property or the issuance of any permits for the use and development of the Subject Property, and that the Village's review and approval of any such plans and issuance of any such permits do not and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind at any time.

3. The Applicant acknowledges and agrees that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the Applicant be provided with any notice required by statute or ordinance.

4. The Applicant does and will indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of those parties in connection with (a) the Village's review and

approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicant of its obligations under this Unconditional Agreement and Consent.

5. The Applicant will pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. Those expenses may include out-of-pocket expenses, such as attorneys' and experts' fees, and the reasonable value of any services rendered by any employees of the Village.

6. The Applicant consents to the approvals granted in the Ordinance and to the recordation of the Ordinance and this Unconditional Agreement and Consent against the Subject Property for the purpose of providing notice that the Applicant is subject to the terms, conditions, restrictions, and provisions of the Ordinance.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2008.

**APPLICANT**

\_\_\_\_\_

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

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

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

Attest:

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

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

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

5-A.19

ATTACHMENT A  
TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION OF PROPERTY

# 5128444\_v1

5-14-20

## **FINDINGS OF FACT**

### **PLAN COMMISSION OF THE VILLAGE OF LA GRANGE**

President Asperger and  
Board of Trustees

January 22, 2008

**RE: PLAN COMMISSION CASE #186 - (1) Planned Development Concept/Final Plan; (2) map amendment to the Zoning Code rezoning from OS (Open Space) to C-3 (General Service Commercial); (3) Site Plans; and (4) design plans to authorize a mixed retail, multiple family and townhouse development within the C-3 District (General Service Commercial) - La Grange Place, 31 East Ogden, Atlantic Realty Partners.**

We transmit for your consideration a recommendation adopted by the Plan Commission of the Village of La Grange on the proposed Planned Unit Development and Site Plan Approval at the corner of Ogden Avenue and La Grange Road.

#### **I. THE APPLICATION:**

Atlantic Realty Partners seeks approval of (1) Zoning Map amendment to rezone portions of the subject property, including 2.82 acres, which is currently part of Gordon Park, and four parcels previously utilized by the YMCA, from its current classification of OS Open Space District to the C-3 General Service Commercial District and Amendment to *Figure 2, Long Range Land Use Plan* of the *Official Comprehensive Plan* to identify the subject property as medium density residential and high density residential; (2) Design Review Permit; (3) Site Plans and Elevations, dated January 22, 2008; and (4) Special Use Permit/Planned Development, including development concept and final plan in order to construct a mixed use development at 31 E. Ogden Avenue.

#### **II. PUBLIC HEARING:**

After due notice, in accordance with law, the Plan Commission held a public hearing on September 11, 2007, in the La Grange Village Hall Auditorium. Present were Commissioners Tyrrell, Reich, Holder, Weyrauch, and Williams with Chairman Randolph presiding. Also present were Trustees Mark Kuchler, James Palermo, Barb Wolf; Assistant Village Manager, Andrianna Peterson; Community Development Director, Patrick D. Benjamin; Assistant Community Development Director, Angela Mesaros; Village Attorney, Mark Burkland; and Village Engineer, Tom Heuer.

Chairman Randolph swore in petitioners Richard Aaronson and Ben Curran with Atlantic Realty Partners, Atlanta, Georgia; Bruce Huvad, Attorney with the law firm Cohen, Salk and Huvad, Northbrook, IL; Mark Hopkins, HKM Architects and Planners, Arlington Heights, IL; and Peter Lemmon, Metro Transportation, Chicago, IL, who presented the application:

5-A-21

- Presentation included reasons for sale of the property by the YMCA, redevelopment of Gordon Park, aerial maps of the property and proposed development, market analysis, traffic impact and energy efficient construction techniques.
- The proposed development includes two 4-5 story multiple family buildings with 298 one- and two-bedroom rental units, 33,000 square feet of retail and 37 town homes, improvements to Gordon Park, pedestrian bridge over Ogden Avenue, burial of overhead utility lines, and "Triangle Park" at corner of Ogden & Locust.

Chairman Randolph solicited comments from the Commissioners, which included:

- Concerns with the narrowness of the courtyard between the multiple family buildings and massing of the two residential buildings; and
- Traffic, especially ingress into Locust Avenue, west along Ogden Avenue.

Chairman Randolph suggested that the meeting recess until Tuesday, October 9, 2007, at 7:30 p.m. and the Plan Commission recessed at 9:30 p.m.

The Plan Commission reconvened the hearing on October 9, 2007, in the La Grange Village Hall Auditorium. Present were Commissioners Reich, Holder, Weyrauch, and Williams. Also present were Trustee Tom Livingston; Zoning Board Commissioner, Kathy Schwappach; Design Review Commissioners Tim Reardon and Regina McClinton; Village Manager Robert Pilipiszyn; Assistant Village Manager Andrianna Peterson; Community Development Director Patrick D. Benjamin; Assistant Community Development Director Angela Mesaros; Village Attorney Andrew Fiske; and Village Engineer Tom Heuer.

Patrick Benjamin called the meeting to order. With no Chairman present, a motion was made by Commissioner Reich, seconded by Commissioner Weyrauch that Commissioner Holder serve as pro tem. Motion carried by voice vote.

Chairman pro tem Holder introduced the Applicant who continued the presentation:

- Townhouse elevations and modifications to the project, including elimination of the dome on the corner retail building.
- Atlantic Realty would be selective about retail uses and discourage full-service restaurants due to parking constraints on the site.
- Mr. Aaronson presented images of courtyards and discussed the amount of courtyard green space that is proposed for the multiple family component.

Staff asked expert witnesses, who were sworn in, to comment on the findings of their studies:

5-A.22

- Eric Russell, traffic consultant, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), stated that road improvements will require coordination with the Illinois Department of Transportation (IDOT). Mr. Russell presented a review of the traffic study submitted by the petitioner. He presented analysis and recommendations for several options to access this property.
- Tom Heuer, Heuer and Associates, consulting Civil Engineer, stated that Gordon Park was originally subdivided with streets and sewers and planned as an industrial site. Infrastructure was extended for future growth and should be sufficient for the proposed improvements.
- Phil McKenna, Kane, McKenna and Associates, Fiscal Impact Analyst, expressed agreement with the financial analysis submitted by the petitioner. The project would have a very positive fiscal impact.
- Linda Goodman, Goodman Williams Group, the marketing consultant who prepared the Market Assessments in conjunction with our Comprehensive Plan (adopted in 2005), provided an independent review of the market feasibility study submitted by Atlantic Realty. Ms. Goodman stated that the project is an excellent site for rental units and would benefit the downtown businesses and bring in a younger demographic. Ms. Goodman reviewed the retail opportunities and stated that a number of national retail users could be interested in the site, including office supply stores, Bed, Bath & Beyond, and Best Buy.

Chairman pro tem Holder solicited questions and comments of the witnesses from the Commissioners:

- Commissioners asked about the parking ratio. Ms. Goodman stated that people would seek this location due to its proximity to transit. Mr. Russell stated that the parking demand would depend on the type of retail use.

After discussion by the Commissioners, Chairman pro tem Holder solicited questions and comments from the Audience. The following persons spoke at the meeting:

- Paul Kerpan, 7 N. Spring,
- William Dobias, 141 N. La Grange Road, (on behalf of 75 residents of La Grange Towers Condominium, 141 N. La Grange Road)
- Harlan Hirt, 421 S. Spring,
- Ed Kram, 222 N. Kensington,
- Joan Hoigard, 345 S. Sixth,
- Tim Reardon, 21 S. La Grange Road, and
- Ed Ellis, 317 S. Catherine Avenue.

The public comments focused on the following general areas:

5-A-23

- *Redevelopment of Open Space.* Residents expressed opposition to the rezoning of the Park District property on the northern parcel for construction of town homes.
- *Traffic.* Concerns with ingress/egress from the site and potential for increased traffic.

Chairman pro tem Holder suggested that the public testimony be continued until Tuesday, October 23, 2007, at 7:30 p.m. and the Plan Commission recessed at 9:50 p.m.

The Plan Commission reconvened the hearing on October 23, 2007, in the La Grange Village Hall Auditorium. Present were Commissioners Kardatzke, Reich, Holder, Weyrauch, and Williams with Chairman Pro tem Tyrrell presiding. Also present were Trustees James Palermo and Barb Wolf; Design Review Commissioner Tim Reardon; Village Manager Robert Pilipiszyn; Community Development Director Patrick D. Benjamin; Assistant Director, Community Development Angela Mesaros; Village Attorney Andrew Fiske; and Village Engineer Tom Heuer.

Patrick Benjamin introduced Tim Kelpsas, Vice President of the Park District of La Grange, who stated that if the rezoning were not approved, the Park District would not be able to improve Gordon Park. He further stated that the Park District seeks input from interested citizens on improvements to Gordon Park with the goal of increasing the quality of open space and park programs.

The petitioner, Atlantic Realty Partners, reintroduced the application and addressed comments from the Commissioners from the last hearing:

- Commercial uses comprise only 10% of the area of the site. Since this is the biggest traffic generator, they anticipate a marginal impact on traffic.
- Courtyard images demonstrated that the proposed area provides a sufficient amount of open space to the residents of the apartment buildings.
- Atlantic has revisited the mix of residential units as recommended by the Village's marking consultant, Goodman Williams Group.

Chairman pro tem Tyrrell solicited questions and comments from the Audience. The following persons spoke at the meeting:

- Joanne Jacobson, 141 N. La Grange Road,
- Phil Fowler, 115 N. Madison,
- Alice Hanna, 109 N. Madison,
- James Docherty, 17 S. Brainard,
- Orlando Coryell, 115 S. Spring,
- William Dobias, 141 N. La Grange Road,

5-14.24

- Kevin Shields, 45 N. Drexel Avenue, and
- Kyran Quinlon, 33 Brewster.

The public comments focused on the following general areas:

- *Redevelopment of Open Space.* Residents submitted a petition of objection to the rezoning of the Park District property at the northwest portion of the site from open space to commercial and opposition to the development of the town homes.
- *Traffic.* Concerns about the safety of the children who live in the area to the west of the subject property.
- Residents of La Grange Towers, 141 N. La Grange Road, engaged Peter Pointer, FAICP, certified urban planner and founder of Planning Resources, Inc., to conduct an analysis of the applications. His findings were that improving existing parkland would not be a significant trade-off for the loss of open space; town homes should be omitted from the plan and the density transferred closer to the corner of Ogden Avenue and La Grange Road.

Chairman pro tem Tyrrell solicited comments from the Commissioners, which included:

- Questions about responsibility for resolving the traffic issues. Answer: the developer as conditioned by the Ordinance.
- Parking for the 20,000 square feet of retail at the corner. Due to the lack of parking, it would not be appropriate to dedicate the entire space for a restaurant. However, this space could potentially accommodate a limited amount of food and beverage users.
- Multiple family unit counts and mix. Mr. Aaronson stated that achieving the proper balance of parking and number of units involved a long process.
- Financial feasibility without the town home component. Answer: it depends upon other factors such as allocation of land costs for other uses on the site.
- Condominiums versus rental units. Answer: the project would be all rentals with a stabilization rate of approximately 18 months. In a more stable market, they might consider phasing a potential conversion to condominiums in the future.
- South elevation of the building appears as a large mass that is too bulky with too much land dedicated to hardscape.

Chairman pro tem Tyrrell suggested that the meeting be continued until Tuesday, November 13, 2007, at 7:30 p.m. and the Plan Commission recessed at 9:40 p.m.

5-A.25

The Plan Commission reconvened the hearing on November 13, 2007, in the La Grange Village Hall Auditorium. Present were Commissioners Tyrrell, Kardatzke, Reich, Holder, Weyrauch, and Williams with Chairman Randolph presiding. Also present were Village President Liz Asperger; Trustees James Palermo and Tom Livingston; Design Review Commissioner Tim Reardon; Village Manager Robert Pilipiszyn; Assistant Village Manager Andrianna Peterson; Community Development Director Patrick D. Benjamin; Assistant Community Development Director Angela Mesaros; Village Attorney Mark Burkland; Village Engineer Tom Heuer; Assistant Director of Public Works, Mike Bojovic.

- Rob Metzger, President of the Park District of La Grange, spoke on behalf of the Park District. Mr. Metzger addressed the following issues: current use of the land, existing condition of Gordon Park, value of the land, and financial condition of the Park District.
- Commissioners asked Rob Metzger about the potential to sell only the 1.2 acres of the property improved with the maintenance shed. Answer: the Park District has decided that it would be more beneficial to the community to sell the entire 2.82 acres. Mr. Metzger also stated that the Park District would not be willing to rededicate Shawmut Avenue, if they could not sell the northern parcel.
- The petitioner, Atlantic Realty Partners, reintroduced the application and addressed comments from the Commissioners from the last hearing, including a review of the massing and revisions to the elevations. Mr. Aaronson stated that he believes the base traffic as proposed is similar to the former YMCA traffic.
- Eric Russell, KLOA, traffic consultant, presented comments from a meeting with Village Staff and the Traffic Bureau of Illinois Department of Transportation (IDOT). At the meeting, IDOT indicated that this project would most likely not get approval for the signalization at Shawmut and La Grange Road and suggested eliminating the proposed right-in/right-out access proposed near La Grange Road and Ogden Avenue, with the only access from Ogden at Locust.
- Ms. Mesaros reviewed the zoning relief requested by the development team: setbacks from street right-of-way, multiple family parking and lot area per unit.

Chairman Randolph solicited comments from the Commissioners:

- Commissioner Reich stated that he is concerned with the lack of open space and bulk/mass. He further stated that he would vote “no” to most of these requests.
- Commissioner Tyrrell stated that in over 20 years, he has not had more people send letters and leave messages against a property; he would also vote against this project.

5-1A.26

- Commissioner Holder stated that he would vote against this project for the destruction of green space and for bulk reasons.
- Commissioner Weyrauch stated that the project needs additional open space and she has a little bit of a problem with the bulk. So at this time, she would vote “no.”
- Commissioner Kardatzke stated the petitioner should go back to the drawing board and figure something else out for this site.
- Commissioner Williams stated that he is not in favor of rezoning the open space. If the developer could take away the town homes, he would vote in favor of it.
- Chairman Randolph stated that bulk is his first objection. He does not like the density of the town homes. He stated that he would be inclined to vote “no.”

Chairman Randolph suggested that the meeting be continued and the Plan Commission adjourned with no date certain at 9:50 p.m.

After due notice, in accordance with law, the Plan Commission held a public hearing on January 8, 2008, in the La Grange Village Hall Auditorium. Present were Commissioners Reich, Holder, Weyrauch, Kardatzke and Williams with Chairman Randolph presiding. Also present were Village President Elizabeth Asperger; Trustees James Palermo, Tom Livingston and Mark Kuchler; Village Manager Robert Pilipiszyn; Assistant Village Manager Andrianna Peterson; Community Development Director Patrick D. Benjamin; Assistant Community Development Director Angela Mesaros; and Village Attorney Andrew Fiske.

Chairman Randolph introduced Richard Aaronson of Atlantic Realty Partners, who presented revisions to the site plan and elevations and addressed issues from the last meeting:

- *Multiple family buildings.* Revisions included a further breakup from two buildings into four buildings.
- *Massing of elevations.* The plans include elimination of the domination of the roof elements, smaller footprints, continuities and design and a retreat from the craftsman style influence.
- *Town home layout.* Revisions included high visibility open space to the south, reduction in density and the tightness of the site.
- *Transportation.* Metro Transportation, ARP’s consultant has had discussions with IDOT and has received conditional approval for the right-in/right-out access onto Ogden Avenue.

5-14-27

- *Density.* The total number of units has been reduced from 298 to 285. All buildings are now five stories and under the maximum allowable height of seventy feet.
- The overall plan has not changed and the underground parking is still a very important element.
- Mr. Aaronson requested that the Plan Commission have an opportunity to vote at this meeting.

Chairman Randolph solicited comments from the Commissioners, which included:

- Concerns including the east elevation's strong base and verticality with the parking deck sticking out, size of the openings in the multiple family elevations, tandem parking in the garage, retail usage, conversations with IDOT, and layout of the town homes.
- Commissioner Weyrauch stated that elevations of the larger buildings have improved, that she likes the elimination of the pitched roofs and the balconies add texture.

After discussion by the Commissioners, Chairman Randolph solicited questions and comments from the audience. The following persons spoke at the meeting:

- Tim Kelsas, Vice President of the Park District of La Grange;
- Kevin Shields, 45 N. Drexel;
- Don Robertson, 70 S. 7<sup>th</sup> Avenue;
- Karen Deane, 139 Malden;
- Kate Brogan, 219 S. Madison;
- Chris Walsh, Park District Commissioner;
- James Docherty, 17 S. Brainard;
- Harlan Hirt, 431 S. Spring;
- Susan Friend, Executive Director of SEASPAR;
- Jim Farnan, 533 S. Edgewood, President of the La Grange Little League;
- John Ernst, 400 Block of Kensington;
- David Bier, 340 S. 7<sup>th</sup> Avenue;
- Ralph Gutekunst, 32 N. Brainard;
- Alice Baxter, 141 N. La Grange Road;
- James Warpit, 233 S. Park Road;
- Alice Hanna, 109 N. Ashland;
- Ruben Varela, 1099 S. Catherine.

The public comments focused on the following general areas:

- *Development of open space.* Residents expressed support of the re-zoning of the Park District land, because they would like to see new improvements to the Park District property at Gordon Park.

5-1A.28

- *Density.* Residents expressed concern about the number of children in the proposed development who might have to walk cross La Grange Road to get to school. They felt that the proposal is too big for this town and were not in favor of selling the park land for this project.
- Jim Farnan, 533 S. Edgewood, President of the La Grange Little League, stated that their program relies heavily on the Park District to maintain the baseball fields, and he supports the sale of land. The Little League will not lose space. They do not use the property proposed for re-zoning.
- Don Robertson, 70 S. 7<sup>th</sup> Avenue, American Youth Soccer Organization (AYSO), Region 300, stated that they are a primary user of the northeast corner of Gordon Park and they would like to see the revenue from the sale of Park District land used to improve Gordon Park. Therefore, they support selling the park land.
- *Traffic.* Concerns were expressed for ingress and egress to the site and potential for increased traffic.

Chairman Randolph solicited comments and questions from the Commissioners:

- Commissioners were concerned with the bulk of the town homes especially the town homes on the west side, closest to La Grange Towers.
- Commissioner Weyrauch further stated that there would be much larger impact on traffic if this were an office park or commercial development. The proposed buildings are mid-rises; therefore, she is not concerned about density.
- Commissioner Holder expressed concern about density. However, he has no problem with the height given the surrounding area. Commissioner Holder further stated that he would like the town homes pushed further back from the La Grange Tower.
- Commissioners requested move Buildings A and B to the west to provide additional green space and parking underground. In addition, that the height be changed to a mix of four, five and six story buildings to provide undulations.
- Mr. Aaronson stated that they could potentially eliminate eight town homes to bring the density to 309, which is permitted under a planned development.

There being no further questions or comments from the Commissioners and Audience, Chairman Randolph suggested that the meeting be continued and the Plan Commission adjourn until Tuesday, January 22, 2008 at 7:30 p.m. The Plan Commission recessed at 9:25 p.m.

5-1A.29

The Plan Commission held a meeting on January 22, 2008, in the La Grange Village Hall Auditorium. Present were Commissioners Tyrrell, Reich, Holder, Weyrauch, Kardatzke and Williams with Chairman Randolph presiding. Also present were Trustee James Palermo, Village Manager, Robert Pilipiszyn, Community Development Director, Patrick D. Benjamin; Assistant Community Development Director, Angela Mesaros; and Village Attorney, Andrew Fiske.

Chairman Randolph introduced Richard Aaronson of Atlantic Realty Partners, who presented revisions to the site plan and elevations and addressed issues from the last meeting:

- The town homes have been reconfigured to provide open space on the western 1/3 of the development. They have eliminated six town homes and two apartments, in order to accomplish their goal of a density of 309 total units.
- The town homes are setback 134 feet to the west, 169 feet from building face of the La Grange Towers to building face of the town homes. They will dedicate this as permanent open space by whatever means appropriate to assure that this remains open. They have spoken with representatives of La Grange Tower who are available to comment later.
- The elevations have a varied roofline. They found that increasing the parapet and the ceiling height looked better than a stair step modulation from four to six stories.
- The east side of the garage has been revised to create a sense of occupancy on the ground floor by adding artificial glazing.

Chairman Randolph solicited comments from the Commissioners, which included:

- Questions and comments about building materials, framing system, management, trash pickup, visitor parking, and green roof technology.

After discussion by the Commissioners, Chairman Randolph solicited questions and comments from the audience only concerning the new revisions to the plans. The following persons spoke at the meeting:

- James Docherty, 17 S. Brainard, stated that he would like to see Atlantic remove a floor of the apartment buildings.
- Guy Wachowski, Director of La Grange Tower Association, 141 N. La Grange Road, stated that La Grange Towers did not have an official agreement with Atlantic. The residents prefer that the open space remain open to the public.
- Orlando Coryell, 115 S. Spring, commented on traffic circulation.

5-A.30

**III. FINDINGS AND RECOMMENDATION:**

- Commissioner Holder congratulated Atlantic Realty Partners with regard to maintaining open space and creating a buffer. They have demonstrated a willingness to work with the neighbors and with the community.
- Commissioner Holder stated that he is very pleased with the changes regarding site layout, height and quality of design.
- Commissioner Weyrauch stated that the windows at the ground floor soften the façade and she would like to see this carried out around to Ogden. Commissioner Weyrauch further stated that she likes the new layout for the town homes.
- Chairman Randolph stated that Atlantic Realty has worked with the Commission and shown flexibility. The east elevation has been improved and softened. The roofline undulations are a move in the right direction. He would like to see less density but thinks that Atlantic Realty has balanced density with sensitivity to the community.
- Commissioner Tyrrell stated that he is concerned with the slope of access on Locust at Ogden. Mr. Aaronson stated that IDOT would dictate the standards for minimum grade.
- Chairman Randolph stated that he understands the interior parking will be tandem; however, he has no problem with assigned tandem parking.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Holder and seconded by Commissioner Reich that the Plan Commission recommend to the Village Board of Trustees approval of the application for a Zoning Map amendment to rezone portions of the subject property, including 2.82 acres, which is currently part of Gordon Park, and four parcels previously utilized by the YMCA, from its current classification of OS Open Space District to the C-3 General Service Commercial District; and

Amendment to *Figure 2, Long Range Land Use Plan* of the *Official Comprehensive Plan* to identify the subject property as medium density residential and high density residential.

Motion carried by a roll call vote:

AYE: Tyrrell, Kardatzke, Reich, Holder, Weyrauch, Williams and Randolph.  
NAY: None.  
ABSENT: None.

5-A.31

There being no further questions or comments from the audience or the Commissioners, a second motion was made by Commissioner Weyrauch and seconded by Commissioner Reich that the Plan Commission recommend to the Village Board of Trustees approval of the application for Design Review Permit as submitted with Plan Commission Case #186.

Motion carried by a roll call vote:

AYE: Tyrrell, Kardatzke, Reich, Holder, Weyrauch, Williams and Randolph.  
NAY: None.  
ABSENT: None.

There being no further questions or comments from the audience or the Commissioners, a third motion was made by Commissioner Reich and seconded by Commissioner Holder that the Plan Commission recommend to the Village Board of Trustees approval of the Site Plans and elevations, as submitted for Plan Commission meeting, dated January 22, 2008.

Motion carried by a roll call vote:

AYE: Tyrrell, Kardatzke, Reich, Holder, Weyrauch, Williams and Randolph.  
NAY: None.  
ABSENT: None.

There being no further questions or comments from the audience or the Commissioners, a final motion was made by Commissioner Holder and seconded by Commissioner Reich that the Plan Commission recommend to the Village Board of Trustees approval of the Special Use Permit/Planned Development including Development Concept Plan and Final Plan with the following conditions:

1. Lighting Plans. Before the Village issues any building permit for the Project, the Applicant must submit, for Village Manager review and approval, all lighting plans and elements for the Project including, among other things, photometric calculations, choices of all lighting fixtures, and all lighting standards throughout the Project, all in compliance with standards therefore set forth in the Village's Code of Ordinances.
2. Construction Staging Plan. Before the Village issues the first building permit for the Project, the Applicant must submit, for Village Manager review and approval, a construction staging plan for the Project, including among other things demolition phasing, delivery routes, construction parking, and street cleaning. The Village Manager may impose reasonable conditions on the construction staging for the Project as necessary to protect the public safety and welfare. Construction activities generating outdoor noise of any kind shall be permitted within the Village only during the following

5-1A-32

hours: Monday through Friday: 7:00 a.m. to 7:00 p.m.; Saturday: 8:00 a.m. to 6:00 p.m.; and Sunday: 12:00 p.m. to 5:00 p.m.

3. Plat of Consolidation. Before the Village issues a certificate of occupancy for the Project, the Applicant must submit a properly prepared plat of consolidation for the entire subject property.
4. Declaration of Conditions, Covenants, and Restrictions. Before the Village issues any building permit for the Project, the Applicant must submit one or more declarations of conditions, covenants, and restrictions to govern development and maintenance of the Project, in a form or forms satisfactory to the Village Manager and Village Attorney.
5. Development Agreement. Before the Village issues any building permit for the Project, the Applicant must enter into a development agreement with the Village using the Village's model form and in a final form satisfactory to the Board of Trustees. The development agreement must include, among other things, a timetable for completion of infrastructure improvements, reasonable Village consent to any transfers of ownership of the Project before its completion, and the posting of performance security for completion of the infrastructure improvements.
6. Grading Plans and Other Engineering Plans. Before the Village issues any building permit for the Project, the Applicant must submit final grading and engineering plans for review and approval by the Village Manager.
7. Building Materials. Before the Village issues any building permit for the Project, the Applicant must submit samples of all final building materials for the exterior of the buildings on the Subject Property. Each of those samples will be subject to approval of the Village Manager before it is used in the Project.
8. Windows. Prior to Village Board approval, the Applicant must submit for review and approval by staff, revised site plans and elevations that include (a) additional glazing along the Ogden Avenue ground floor building elevation, (b) additional glazing to the north west ground floor elevation of Building A, and (c) if possible, larger windows.
9. Landscaping and Screening Plans. Before the Village issues any building permit for the Project, the Applicant must submit detailed screening and landscaping plans to the Village for review and approval by the Village Manager. Wherever possible, the Applicant must install native vegetation to facilitate good drainage and erosion control.
10. Green Roof. Before the Village issues any building permit for the Project, the Applicant must submit detailed plans to install a "green" (vegetated) roof for at least 50% of all building within the project.

5-A.33

11. Underground Utilities Only. All electrical, cable, and telecommunications equipment and other utilities within the subject property must be located underground.
12. Offsite Relocation and Burial of Electrical Facilities. The Applicant must cooperate with ComEd to relocate underground the electrical facilities adjacent to the subject property, as outlined in the plans submitted with the Applicant's Application for Planned Development dated August 16, 2007. The Village Manager will have the decision-making authority over the final locations of electrical wires and other facilities.
13. Bicycle Parking. The Applicant must provide useful bicycle parking within 200 feet of each entrance to a commercial space. The Applicant also must provide bicycle parking inside each residential building sufficient to accommodate the occupants of each unit. Before the Village issues any building permit for the Project, the Applicant must submit, for Village Manager review and approval, detailed plans for the bicycle parking, including location, number, and design.
14. Shawmut Avenue Extension. Approvals for the Project will be subject to the condition that the Village has reached a satisfactory agreement with the Park District of La Grange to allow the use of Shawmut Avenue in the manner depicted on Village-approved plans for the Project.
15. Right-of-Way Improvements. All streets built as part of the project must be dedicated by the Applicant for general public use.
16. Right-of-Way Construction. The Applicant must reconstruct newly dedicated Shawmut Avenue and existing Locust Avenue to Village Engineer specifications, including all underground infrastructure necessary to serve roadway system (drainage, electrical, etc.).
17. Sidewalks. All sidewalks built as part of the project must be dedicated by the Applicant for general public use and be of sufficient width for review and approval of the Village Manager.
18. Retail Uses. The Village will have the authority to designate the types of retail tenants within the buildings known as Building C and Building E to ensure the appropriateness of that use and the availability of sufficient on-site parking space to accommodate the parking demand generated by that use.
19. Implementation of Engineering Recommendations. The Applicant shall implement all of the recommendations from the engineering review conducted by the Village Consulting Engineer, Tom Heuer and dated October 5, 2007.
20. Plan Details. Prior to approval by the Village Board, the Applicant must submit, for Village Manager review and approval, the following details:
  - Width of sidewalks along Ogden Avenue and La Grange Road

5-A.34

- Width of dedicated land along Ogden Avenue and La Grange Road.
- Raised landscape areas for plantings between roads and pedestrian walking area along Ogden Avenue and La Grange Road.

21. Public Improvements. The nature, scope and extent of public dedications, improvements or contributions to be provided by the Applicant for review and approval by the Village Manager:

A. Pedestrian Improvements. The Applicant must prepare detailed engineering plans for approval by the Village Engineer and IDOT for the following improvements to be completed by the Applicant to the intersection of Ogden Avenue and La Grange Road:

- Re-stripping of crosswalks with wide, white longitudinal lines, as approved by Village Manager.
- Repainting of stop bars.
- Installation of countdown pedestrian signals.
- Installation of bollards at the corners of intersections.
- Installation of a corner island on the east approach of Ogden Avenue.
- Installation of pedestrian oriented street lights along the entire length of the project along Ogden Avenue and La Grange Road.

B. Vehicular Improvements. The Applicant must secure approval from IDOT to implement the following recommendations from the traffic and parking study conducted by KLOA and dated October 5, 2007:

- Consolidation of entrances at Ogden Avenue. If authorized by IDOT, installation of a right-in / right-out driveway entrance onto Ogden Avenue.
- Installation of traffic signals at the intersection of Ogden Avenue and Locust Avenue with overhead traffic control device and "cobra" style overhead street light.
- Installation of a dedicated right-turn lane on westbound Ogden Avenue at La Grange Road to be of a length and turning radius acceptable to the Village Manager and IDOT to accommodate adequate vehicular stacking.
- Installation of traffic signal at four corners of Ogden Avenue at La Grange Road with combined standard (traffic control device and "cobra" style overhead streetlight).
- Replacement of all overhead concrete streetlights with decorative, streetscape-oriented streetlights (such as the lights currently in use in the Calendar Court Parking Lot) for entire length of the project along Ogden Avenue and La Grange Road.

5-A-35

C. Park District Improvements. The Applicant must provide the following contributions toward common community open space in the manner directed by the Park District of La Grange:

- Relocate mature trees within the subject property to new locations within Gordon Park.
- Provide topsoil and grading services to for the playing fields within Gordon Park.
- Construct of an archway for the Gordon Park entrance.
- Pay for certain engineering costs related to the redevelopment of Gordon Park.
- Pay for certain consulting and landscaping architecture and design fees related to the redevelopment of Gordon Park.
- Pay for the costs of certain labor and construction equipment to re-grade Gordon Park.

Motion carried by a roll call vote:

AYE: Tyrrell, Kardatzke, Reich, Holder, Weyrauch, Williams and Randolph.  
NAY: None.  
ABSENT: None.

BE IT THEREFORE RESOLVED that the Plan Commission recommend to the Village Board of Trustees granting a Zoning Map Amendment, Design Review, Special Use/Planned Development Concept/Final Plan Approval for the property legally described in Plan Commission Case #186 and commonly referred to as 31 E. Ogden Avenue.

Respectfully Submitted

PLAN COMMISSION OF THE  
VILLAGE OF LA GRANGE



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Stephen Randolph, Chairman  
January 22, 2008

5-A-36

**STAFF REPORT**

**PC Case #186**

TO: Plan Commission

FROM: Patrick D. Benjamin, Community Development Director  
Angela M. Mesaros, AICP, Assistant Director, Community Development

DATE: September 11, 2007

RE: **PLANNED DEVELOPMENT CONCEPT/FINAL SITE PLAN APPROVAL TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT, Northeast Corner La Grange Rd and Ogden Ave, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.**

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**I. BACKGROUND**

Atlantic Realty Partners is the contract purchaser of the former YMCA property, a 4.29 acre site previously used for a fitness facility, child care, and single room occupancy (SRO) housing at 31 E. Ogden Avenue. In addition, they have a contract to purchase three parcels of Park District property to the north of the YMCA, consisting of 2.83 acres of open space, park land.

Atlantic Realty proposes to redevelop the subject property with a mixed use project. The proposal consists of retail, multiple family dwelling units and townhouses. Specifically, the petitioner wishes to construct a single story retail building on the northeast corner of Ogden Avenue and La Grange Road with approximately 20,000 square feet of retail and 121 surface parking spaces. On the eastern portion of the property, they propose two five-story residential buildings with a total of 298 units. Building 'A' of the two buildings will have approximately 13,000 square feet of retail space on the first floor. Underground parking for 416 spaces will be provided for the multiple family units. In addition, 37 townhouses would be located on the northern portion of the property (currently Park District property) with 74 interior parking spaces and 12 surface parking spaces.

As provided for in our Zoning Code, Atlantic Realty participated in two pre-application meetings held on April 11 and May 29, 2007 with Department Head staff, Design Review Commissioners, Village Planner and Village Engineer. These meetings resulted in extensive revisions to the façade of the corner retail building and more detailed plans expanding the site plan to include improvements and enhancements to Gordon Park directly east of the subject property.

5-A.37

After staff evaluation of the plans, we determined that it would be necessary for the development to be constructed as a Planned Development, because it requires relief from height, off-street parking ratio for multiple family units, minimum lot area per dwelling unit, building spacing and setbacks from street right-of-way provisions of the Code.

## II. APPLICATIONS

In order to construct the proposed mixed use development, the petitioner has submitted the following applications:

1. Zoning map amendment to rezone a portion of the property from Open Space (OS) to C-3 General Service Commercial
2. Special Use Permit/ Planned Unit Development
3. Final Site Plan Approval
4. Amendments to the text of Zoning Code
5. Design Review Permit

## III. COMPREHENSIVE PLAN CRITERIA

In reviewing the applications before you, Commissioners may wish to consider key elements of the *Official Comprehensive Plan* adopted in May 2005. In the Market Assessments prepared in March 2004 in conjunction with the *Plan*, describes the existing YMCA building as “inadequate.” Memorandum No. 1 of the *Plan* also states that this property is “inefficient in layout with significant accessibility issues” (December 2003).

The subject property is located within the Burlington Northern Santa Fe (BNSF) Sub Area of the *Comprehensive Plan*, which “reinforces the role of Downtown La Grange as the community’s mixed-use center. The *Plan* organizes transit supportive planning principles around the three dimensions or ‘3D’s.’ They provide a means for the Village to evaluate and judge the appropriateness of private...investments. The 3D’s include density, design and diversity.”

Among the principles related to density, design and diversity are the following:

- *Mixed-use developments are highly desirable;*
- *Density combined with mixed land use creates the most effective and successful transit-oriented development;*
- *Varied housing types should be located within walking distance to transit facilities;*
- *Encourage higher housing densities within one-quarter mile or 5 minute walk of [Metra] station areas;*
- *Maintain and emphasize pedestrian and bicycle improvements and access; and*
- *Extend a pedestrian-oriented streetscape to all BNSF Railroad Corridor streets.*

5-A-38

In addition to general principles and policies, the *Comprehensive Plan* established a Land Use Plan for future development within the Village. This land use plan identifies the property at the corner of La Grange Road and Ogden Avenue as BNSF Commercial and the eastern portion of the property as high density residential. This designation for the YMCA property is consistent with the proposal for the retail and multiple family buildings. In looking at the northern parcels of the subject property, which currently serve as Park District open space, the *Comprehensive Plan* identifies this area to remain open space.

According to the Zoning Code, Paragraph 2-105E3, "*the Official Comprehensive Plan, or any part thereof, may be amended at any time...Such amendment may be initiated by the Board of Trustees, the Plan Commission, the Village Manager, or by any owner of the property...*" If the Plan Commission finds that the application to develop the Park District property meets the standards of the Zoning Code, a recommendation to the Board of Trustees for an amendment to the *Official Comprehensive Plan* would also be required.

#### IV. MAP AMENDMENT

Atlantic Realty Partners has filed an application with the Community Development Department for a Zoning Map Amendment to rezone a portion of the property located at 31 E. Ogden Avenue from its current classification as OS Open Space to the C-3 General Service Commercial District so that the entire site would be classified under one zoning district.

Staff has worked with the applicant to determine the zoning classification that would be most appropriate for this project. Due to the proposed density, we first considered rezoning the entire site to R-8 Multiple Family Residential. However, this option was not possible because retail uses are not permitted within the residential districts. We also analyzed zoning different parcels in several combinations of R-8 district and C-3 district. No combination of districts allowed the number of units proposed for the site. Finally, we determined that the site should be zoned within a unified district. Atlantic Realty requests that the entire property be rezoned to the C-3 district with amendments to the Code that allow a mixed use development appropriate for a transit oriented development.

#### AMENDMENT CRITERIA:

In reviewing the request for Zoning Map Amendment, be guided by the principles stated in Section 14-605 of the Zoning Code: "*...the power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment be made. In determining whether the principle is satisfied in any particular case...weigh the data required in 14-101E and among other factors, the following standards:*"

5-A-39

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

One of the key purposes of the Zoning Code according to Section 1-102, is to “*implement and foster the goals and policies of the Village's Official Comprehensive Plan.*” As previously stated, diversity of housing options is one of the goals of the BNSF Sub Area Plan. However, another goal is the implementation of the land use plan, which identifies this property as open space and recreation.

Another purpose of the Zoning Code is to “*encourage and enhance the preservation of natural resources, aesthetic amenities, and natural features.*” Rezoning of this property would allow the replacement of an established green space with mature trees by the construction of 37 townhouses. In order to offset this loss of green space, the petitioner proposes to provide enhancements to Gordon Park directly adjacent and to the east of the subject property. We believe offsetting green space amenities both within the development and in Gordon Park need to be specified and quantified in order to address the loss of the existing trees and green space if the amendment is to be considered favorably.

2. *The community need for the proposed amendment and for the uses and development it would allow.*

The Market Assessments states, “*The Park District's facilities are inadequate and parkland/ open space is below the national average. PDLG continues to explore solutions to increase recreational facilities and programs and increase the amount of parkland. The need for more programs serving young people is a high priority.*” According to Atlantic Realty, the loss of green space would be offset by the proposed improvements to Gordon Park, which would enhance facilities, amenities, accessibility and foster increased use of the park.

3. *If a specific parcel is the subject, then the following factors should be considered:*

- a. *The existing uses and zoning classifications for properties in the vicinity of the subject property.*
- b. *The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.*
- c. *The extent, if any, to which any diminution in value is offset by an increase in public health safety and welfare.*
- d. *The extent to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.*

5-A.40

- e. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.*
- f. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.*
- g. The suitability of the subject property for uses permitted or permissible under its present zoning classification.*
- h. The availability, where relevant, of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.*
- i. The availability, where relevant, of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.*
- j. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.*

According to the petitioners, the map amendment is necessary to transform an underutilized property at a major, highly visible intersection in La Grange into a mixed use development. This property currently functions as green space, which provides a natural environment for residents of the La Grange Towers condominiums at 141 North La Grange Road. Neighbors of the park enjoy the open green space that has also been used by the community for programs such as the YMCA day camp. In order to offset the loss of open space, the petitioners propose to work with the Park District in order to make significant improvements to Gordon Park for the benefit of the community.

In the vicinity of the proposed development are a ten story condominium building to the east zoned R-8 multiple family residential; single story service and retail uses zoned C-3 to the south and west; Gordon Park to the east, zoned Open Space; and a seven story, 78 unit condominium building zoned R-8 multiple family to the southeast.

As currently zoned, the subject property is located in two districts: C-3 district and OS Open Space. Therefore, the property could not be part of a unified development. The northern portion of the property zoned for open space is limited in permitted uses. This portion of the site could not be redeveloped as residential and would have to remain as park or recreation use.

5-1A-41

Approval of the YMCA property rezoning is consistent with the *Comprehensive Plan*. However, the portion of former Park District property to the north requires further discussion and an amendment of the *Official Comprehensive Plan*.

**RECOMMENDATION:**

If the Commissioners find that the proposed development meets the standards, staff suggests that the Plan Commission recommend to the Village Board of Trustees approval of the Zoning Map amendment to rezone a portion of the property located at 31 E. Ogden Avenue from its current classification of OS Open Space district to the C-3 General Service Commercial District.

In addition, a second motion would be necessary to recommend to the Village Board of Trustees approval of an amendment to *Figure 2, Long Range Land Use Plan* of the Official Comprehensive Plan to identify the property as medium density residential and high density residential.

**V. PLANNED DEVELOPMENT**

Atlantic Realty Partners has filed an application for Planned Development Concept/Final Plan Approval with the Community Development Department. Upon our review of the application as submitted, the petitioner will need relief from the following requirements:

- Height
- Parking for Multiple Family Dwellings
- Setbacks from Street Right of Way
- Building Spacing
- Lot Area per Unit

A Planned Development is a distinct category of Special Use and has the same general purposes of all special uses. According to Section 14-502 of the Zoning Code, "*In particular, however, the planned development technique is intended to allow the relaxation of otherwise applicable substantive requirements based upon procedural protections providing for detailed review of individual proposals for significant developments.*" Among those objectives that the Village seeks to achieve through the flexibility of the planned development technique are the following:

- *Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.*
- *Efficient use of land resulting in smaller networks of utilities and streets while lowering development and housing costs.'*

5-A.42

- *Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.*
- *Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, and the prevention of soil erosion.*
- *Provision for the preservation and beneficial use of open space.*
- *An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.*
- *Encouragement of land uses that promote the public health, safety and general welfare.*

A Planned Development consists of two phases: (1) Development Concept Plan to provide a basic scope of the character and nature of the development; and (2) Final Plan, which serves to implement, particularize and define the Development Concept Plan. As allowed by Code, Atlantic Realty has chosen to submit the two phases concurrently.

SPECIAL USE STANDARDS:

No special use permit for a Planned Development may be recommended or granted unless the petitioner establishes that the proposed development will meet each of the standards made applicable pursuant to Subsection 14-401E of the Zoning Code:

- (a) Code and Plan Purposes
  - (b) No Undue Adverse Impact
  - (c) No Interference with Surrounding Development
  - (d) Adequate Public Facilities
  - (e) No Traffic Congestion
  - (f) No Destruction of Significant Features
  - (g) Compliance with Standards
- (a) Code and Plan Purposes. *The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.*

According to the Zoning Code, *the C-3 General Service Commercial District is intended to provide areas for the development of service, commercial, and retail uses requiring direct vehicular access.* The proposed retail uses would fit this description.

The “Vision for La Grange” as established in the *Comprehensive Plan* asserts that La Grange will remain a community with diverse housing. La Grange Place is

5-A.43

consistent with that vision -- it provides rental housing. According to the petitioner's market study, this is a type of housing that is needed in La Grange.

In addition, the Plan recommends that the Village cooperate with the Park District to create publicly accessible open space within the BNSF Corridor for community events. The conceptual plan for Gordon Park provided by Atlantic Realty would help to foster cooperation and provide park improvements for better visibility and access to community activities.

- (b) *No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.*

The subject property is bounded by significant buffers with Ogden Avenue, a major arterial street, to the south and Gordon Park to the east. The proposed development would replace an outdated building with a mixed use project.

- (c) *No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.*

According to the petitioner, this project will contribute positively to the surrounding area with pedestrian scaled detailing, walkways through the park, bicycle stands and linkages to the Triangle Redevelopment and Gordon Park. The scale of the proposed building is also consistent with the Triangle Redevelopment to the south, La Grange Towers to the northwest and the new Plymouth Place redevelopment in La Grange Park to the north.

- (d) *Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.*

Attached you will find Memorandums from the Police Chief and Fire Department, regarding public facilities and the ability to provide police and fire protection for the area. Also, a comprehensive engineering review from the Village's consulting engineer will be provided at your meeting.

Further, Kane, McKenna and Associates, Inc., a financial analyst used by the Village, has reviewed the submittal packet. They have stated, "There is no question that the impact to the schools will be positive."

5-A.44

- (e) No Traffic Congestion. *The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets*

We recognize that traffic and pedestrian safety are key components of this location. The intersection of La Grange Road and Ogden Avenue has been identified by the Village for much-needed improvements to pedestrian safety and access. Village staff has commissioned Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) to conduct an analysis of the traffic study and proposals submitted by Atlantic Realty. In addition, we have asked KLOA to provide analysis and recommendations for several options to provide access to these properties. The *Traffic Study* is currently in draft form, we plan to provide the final study for review and discussion at the next meeting.

- (f) No Destruction of Significant Features. *The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.*

This project includes the redevelopment of an existing park area with green space and mature trees. Several residents of the La Grange Towers Condominium building directly adjacent to the park have expressed concern with the location of the proposed row homes and the loss of open space. Atlantic Realty is in the process of evaluating these concerns. Their goal is to have a resolution to these concerns to present to the Plan Commission at your meeting.

- (g) Compliance with Standards. *The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.*

The petitioner has expressed a willingness to comply with any additional standards imposed by the Village. The proposed project complies with the standards of the La Grange Zoning Code, including permitted uses, maximum building coverage, floor area ratio and total off-street parking. The petitioner seeks relief from the Code in the following areas: height, setbacks from street rights-of-way, building spacing, off-street parking ratio for multiple family dwellings and minimum lot area per unit requirements.

### CONSIDERATIONS

In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider:

- (a) Public Benefit. *Whether and to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or*

5-A.45

*a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.*

- (b) *Alternative Locations. Whether and to what extent, such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.*
- (c) *Mitigation of Adverse Impacts. Whether and to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.*

#### ADDITIONAL STANDARDS FOR PLANNED DEVELOPMENTS

A Planned Development must meet each of the following standards in addition to the special use standards:

1. Unified Ownership Required. The petitioner is the contract purchaser of both the YMCA and Park District properties and plans to develop the property under unified ownership.
2. Minimum Area. According to the Zoning Code, "where no specific standard for minimum area is set, the applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established." The proposed development site area is seven acres. This is one of the largest developments in recent history for La Grange.
3. Covenants and Restrictions to be Enforceable by the Village. The record should state that the Conditions, Covenants and Restrictions for the subject property not be removed or released without the expressed written consent of the Village Board of Trustees. A copy of the Covenants and Restrictions will need to be prepared for Village Attorney review prior to the Village Board consideration.
4. Public Open Space and Contributions. Although this project will result in the redevelopment of an existing park on the northern parcels of this land, Atlantic Realty has stated that this will make possible benefits and improvements to Gordon Park. They have furnished preliminary concept planning services to the Park District in order to enhance the use and access of the parkland. In addition, the petitioner proposes to dedicate land to the Village for a dedicated westbound right-turn lane on Ogden Avenue and a portion of Shawmut Avenue to improve traffic circulation and access to the property. We believe all of these improvements will need to be specifically identified as part of any PUD approval.

5-1A.46

5. Common Open Space - Amount, Location, Use and Maintenance. Common open space, for use only by residents and their guests, will be located above the underground parking structure in the court yard area. This includes landscaped terraced area and an outdoor swimming pool. According to the petitioner, all open space amenities will be centrally owned and maintained.
6. Landscaping and Perimeter Treatment. The parking lot setbacks from the property lines will meet or exceed the required perimeter landscaped open space width of at least five (5) feet. The petitioner proposes to provide landscaping along the property lines. In addition, improvements will include “Triangle Park” to the south of Building ‘B’ with landscaping and pedestrian walkways.
7. Building Setbacks and Spacing. The petitioner has applied for an amendment to the Zoning Code to allow variation from building spacing and seeks a waiver to setbacks from Ogden Avenue and La Grange Road. The Plan Commission would need to find the building spacing acceptable, if this amendment were to be considered favorably.
8. Private Streets. The proposed development would not have any private streets.
9. Sidewalks. Currently the sidewalk along Ogden Avenue is in need of repair with utility poles obstructing the pedestrian right-of-way. The petitioner proposes to widen the sidewalk to 5 ft. to create an unobstructed pedestrian zone along the storefronts. The *Comprehensive Plan* states that pedestrian walkways should be at least 15 feet in width. Staff suggests that the petitioner provide a wider unobstructed pedestrian zone and landscape buffer between the sidewalk and Ogden Avenue. The petitioner should submit a detailed site and landscaping plan with dimensions for the sidewalk and pedestrian improvements.

In addition, the petitioner proposes to create “Triangle Park” adjacent to Building ‘B’ along Ogden Avenue. This will provide a pedestrian safe zone of street plantings, open space and walkways, which will connect to the new “Gateway” of Gordon Park.

10. Utilities. The petitioner agrees to bury all utility lines underground.

#### BULK, YARD AND SPACE REQUIREMENTS

The following table is a comparison of the applicable bulk, yard, and space requirements for the C-3 General Service Commercial District, Planned Development Standards and the proposed development.

5-A.47

La Grange Place  
Site Plan Analysis

PC Case #186  
September 11, 2007

Standard	C-3 General Service Commercial	Planned Development Standards	Proposed Development
Use	Retail, service, multiple family dwellings	Same	Retail: 33,000 sq. ft. Multiple Family: 298 units Townhouses: 37 units
Height	Maximum: 45 ft.	May be increased by no more than the greater of five stories or 70 ft.	5 stories Maximum: 71.67ft.
Total Lot Area	N/A	Min: 15,000 ft. <sup>2</sup>	309,368 ft. <sup>2</sup>
Lot Area per unit	Minimum: 2,000 sq. ft./unit Permitted: 154 units (309,276 ft. <sup>2</sup> /2,000 = 154)	Units may be clustered with sufficient common open space in the development to met avg. min. lot size, taken as a whole (50% is max. reduction) C-3: 1,000 s.f./unit = maximum of 309 units allowed under Planned Development	335 units (910 sq. ft./unit)
Minimum Lot Width	Minimum: 100 ft. for multiple family	May be reduced by no more than 25%	Approx. 550 ft.
Street Right -of-Way	N/A	25 ft. PLUS one-half ft. for every ft. building exceeds 25 ft. in height Building A: minimum 39.49 ft. Building B minimum: 47.50 ft. Building C: min. 32.50 ft.	Building A: 30 ft. from Ogden Avenue Building B: 40 ft. from Ogden Building C: 17 ft. from La Grange 22 ft. from Ogden Avenue
Front Yard	N/A	No setbacks specified	La Grange Road: 3 ft.
Corner Side	N/A	No setbacks specified	Ogden Ave.: 8 ft.
Interior Side Yard	N/A	No setbacks specified	East property line: 3 ft.
Rear Yard	N/A	No setbacks specified	North property line: 5 ft.

Text in red denotes items that exceed requirements and require text amendments

Items in blue indicate items that require waivers.

5-1A-48

Standard	C-3 General Service Commercial	Planned Development Standards	Proposed Development
Building Spacing	N/A	12 ft. PLUS 1/2 ft. for each 1 ft. either bldg height exceeds 25 ft. (buildings: 71.67 ft. and 54.17 ft.)  Required: min. 49.95 ft. [12 ft. + ((71.67 ft. - 25 ft.) + (54.17 - 25 ft.) x 0.5) = 49.95]	30 ft.
Maximum Building Coverage	Maximum: 50% Permitted: 154,638 ft. <sup>2</sup>	N/A	43.27% (133,850 sq. ft. ÷ 309,368)
Floor Area Ratio	Maximum: 1.50	Reduced no more than 25% Maximum: 1.80	1.43
Maximum Lot Coverage	N/A	N/A	66% (205,000 ft ÷ 309,368)
Parking Spaces	<p><i>Multiple Family Dwellings:</i> 1.5 spaces per dwelling unit Min: 435 spaces (298 units x 1.5 = 447 spaces)</p> <p><i>Row homes:</i> 2.0 spaces per unit Min: 74 spaces (37 units x 2 = 74 spaces)</p> <p><i>Retail:</i> one space per 250 ft.<sup>2</sup> gross floor area (33,000 ft.<sup>2</sup>/250 = 132) Min: 132 spaces TOTAL : 653 spaces</p>	<p>Reduced no more than 25% Minimum: 1.125 spaces per dwelling unit (298 units x 1.125 = 335)</p>	<p>Multifamily: 416 spaces Row homes: 86 spaces Retail: 153 spaces  TOTAL: 655 spaces</p>
Parking Setback	5 ft. setback around perimeter	No parking setback specified	5 ft.
Parking Lot Screening	Landscaped open space buffer of 5 ft. in width, 6 ft. height	Perimeters of property to be treated buffers, no specified depth	Meets Requirements
Off-Street Loading	One space for 10,001 to 50,000 ft. <sup>2</sup> Required: min. one space	N/A	Not indicated on site plans

Text in red denotes items that exceed requirements and require text amendments  
Items in blue indicate items that require waivers.

5-A-49

AUTHORITY TO VARY REGULATIONS

Subject to the standards and limitations established in Section 14-508 of the Zoning Code, the Village has the authority in connection with the granting of any Planned Development approval pursuant to this Section, to change, alter, vary or waive any provisions of the Code as they apply to an approved Planned Development. Adjustments to Planned Developments are dictated by strict guidelines that must prove excellence of design prior to recommendation.

*In determining whether such excellence has been shown, special consideration shall be given to the following factors:*

- (a) the amount of usable open space; and*
- (b) the extent of land dedication for public building sites and open space; and*
- (c) the quality and extent of landscaping, including special elements such as water features and public art; and*
- (d) the quality and extent of recreational facilities such as swimming pools, tennis courts, playgrounds, and other residential recreational facilities; bicycle, hiking, and jogging trails; and community centers; and*
- (e) the quality of design of vehicular circulation elements and parking lots and areas; and*
- (f) the care taken to maximize energy conservation in site design, building design, and building systems; and*
- (g) the quality of roof design and finishes in terms of consistency with an attractive residential setting and the avoidance of flat roofs.*

As items (a) through (e) have been addressed in the previous sections, our analysis below includes items (f) and (g):

- (f) Energy Conservation.* Atlantic Realty has stated that they are committed to maximizing energy efficiency and conservation in this project. Although there is currently no national standard for rating environmental design in multiple family projects, they have consulted the commercial certification program from Leadership in Energy and Environmental Design (LEED®), a highly regarded national Green Building Rating System recognized by communities throughout the United States. In addition, the petitioner has researched Multifamily Guidelines for the State of California and U.S. EPA Energy Star Guidelines in the design of their project. Several qualities of conservation include plant selection for water runoff control, higher residential density minimizes the impact on environment, high efficiency appliances, windows and air filtration, and reduction of construction waste. According to a recent article in *Planning*, a publication of the American Planning Institute, “low density development requires more driving and therefore produces more carbon dioxide;” higher density developments as proposed by Atlantic Realty are identified with energy conservation.

5-A,50

- (g) *Roof design and finishes.* While the buildings have been designed to avoid flat roofs, we think further review of the design of the retail building is necessary. The dome, metal roof and asphalt shingles may not be consistent with commercial architecture and materials in downtown La Grange, specifically, the quality of the La Grange Crossings development to the south side of the property.

#### WAIVERS REQUESTED

Atlantic Realty's Site Plan, as proposed, would require variations from the following zoning regulations:

(1) Height

In the C-3 General Service Commercial District in which the subject property is located, the maximum height is 45 ft. Atlantic Realty has proposed one corner of Building 'B' with a height of 71.67 feet. According to Paragraph 5-110F2 of the Zoning Code, Height Adjustments in Planned Developments, "*no adjustment pursuant to the maximum allowable height requirement shall increase the maximum allowable height to more than the greater of five stories or 70 feet in any commercial district.*" The proposed height exceeds the authorized limits of the Zoning Code for a Planned Development.

Changes in elevation of the apartment buildings make the project's appearance less imposing. In addition, Memorandum No. 2, prepared as part of the *Official Comprehensive Plan*, March 2004, identifies the YMCA property as a property with the potential for increased height.

While staff believes that an increase in height to five stories and not more than 70 ft. as allowed by the Zoning Code would be appropriate given the context of the area. We believe that a text amendment for 1.67 ft. is not necessary, and we recommend that Atlantic Realty make every effort to lower the proposed height of the building to 70 ft to remain consistent with our Zoning Code.

(2) Parking for Multiple Family Dwellings

The Zoning Code requires two spaces per dwelling unit for single family attached dwellings. Atlantic Realty proposes 37 row homes for a total of 74 required spaces ( $37 \times 2 = 74$  spaces). The site plan indicates 74 interior spaces and 12 outdoor spaces for a total of 86 parking spaces. Parking for the row homes exceeds the requirements.

Commercial uses are required one space per 250 square feet of gross floor area. This project would be required 132 spaces ( $33,000 \text{ s. f.} \div 250 = 132$ ). Atlantic

5-A.51

proposes 153 spaces, which exceeds the zoning requirements for retail trade. According to the traffic study submitted by the petitioner, the proposed spaces would meet the project parking demand. However, the study assumes that the retail uses will be small specialty stores. In their preliminary review, KLOA stated that the proposed amount of parking may not be adequate for larger uses such as a grocer, sit-down restaurant, or pharmacy. They cite an example that a supermarket would generate four times the amount of peak-hour vehicle trips as a specialty store. Our Zoning Code requires one parking space per 65 square feet of gross floor area for restaurants; the proposed parking would be far underserved for a sit-down restaurant.

According to Subparagraph 10-101F1 (a) “Required Spaces,” Multiple Family Dwellings are required one and one-half (1.5) parking spaces for each dwelling unit. The proposed multiple family residential buildings will have 298 dwelling units for a total of 447 required parking spaces ( $298 \times 1.5 = 447$  spaces). The site plan indicates 416 indoor parking spaces for the multiple family component, which is a ratio of 1.4 spaces per unit, which would not meet the requirements.

The total amount of parking spaces required for this project is 653. Parking on this site is proposed for a total of 655 spaces. Although the total parking spaces exceeds the required minimum, the allotted parking for the multiple family buildings does not meet the requirements. Therefore, a variation is required.

Subsection 14-506 D allows reduction in “*number of off-street parking spaces for any use in the C-3 district by no more than 25%*” or 1.125 spaces per unit. Atlantic Realty seeks to reduce the number of parking spaces to 1.4 spaces per unit. This variation falls within the authorized limits of the Zoning Code as a Planned Development.

According to the *Comprehensive Plan*, the Village should “consider reductions in required off-street parking standards for commercial and residential uses in areas within one-quarter mile of station areas.” As background, parking ratios for similar developments are as follows: Beacon Place, developed in 2003 with 78 units has 1.525 parking spaces per unit and Spring Avenue Station, 410 W. Burlington, 2001 with 55 units, 1.42 spaces per unit.

The petitioner’s proposal for reduction of residential parking would be consistent with the Plan. However, staff believes that the retail component of the development would be underserved in the event that a restaurant, supermarket, or other larger retail user locates at the subject property. This could be addressed by increasing the number of commercial parking spaces or adding restrictions on types of commercial users.

5-A.52

(3) Setbacks from Street Right of Way

Paragraph 14-505B7(a), Setbacks from Street Rights-of-Way, “Every building in a Planned Development shall be set back from the right-of-way line of every street at least 25 feet plus one-half foot for every foot by which the building exceeds 25 feet in height; provided however that the Board of Trustees may modify this standard for a building in any commercial district so long as such building meets all bulk, yard and space standards applicable to such building pursuant to Section 5-110 of this code and not otherwise modified pursuant to Section 14-508 of this Code.”

The required setback from the street right-of-way for the single story retail building is 35 ft:  $(25 \text{ ft.} + [(40.17 \text{ ft. height} - 25 \text{ ft.}) \times 0.5 \text{ ft.}] = 32.58)$ . Atlantic proposes to locate the building 17 ft. from La Grange Road and 22 ft. from Cossitt Avenue. The proposed retail setback would be consistent with the existing street wall in downtown La Grange. Therefore, this proposal would meet the objectives of the Comprehensive Plan. In addition, the Zoning Code does not require setbacks within the commercial districts.

For the multiple family buildings, the required setback for Building ‘A’ is 39.59 ft and Building ‘B’ is required 47.50 ft. Proposed setbacks for the multiple family buildings are 30 ft. for Building ‘A’ and 49 ft. for Building ‘B’. Building ‘A’ would not meet the minimum requirements; therefore a waiver would be necessary for Building ‘A’. This variation falls within the authorized limits of the Zoning Code as a Planned Development.

(4) Building Spacing

The Planned Development Ordinance states that no part of any building shall be closer to any part of any other building than twelve feet plus one-half foot for each one foot by which either or both of such buildings exceed twenty-five feet in height.

Required spacing between Buildings ‘A’ and ‘B’ is 50 ft.  $[12' + 0.5' \times (71.67' - 25) + (54.17' - 25) = 49.92 \text{ ft.}]$  Atlantic proposes that these buildings will be 30 ft. apart. As noted later in the Text Amendment section of this report, Paragraph 14-505B (7) of the Zoning Code will need to be revised to authorize this waiver. In the past, the Village has not authorized variations from building spacing provisions. As you may recall, due to a building spacing issue, the Village asked the hospital to redesign the cantilever for its new inpatient care center and we are requiring that the hospital demolish an existing Professional Office Building. We believe that we should uphold this standard.

5-14.5?

(5) Lot Area Per Unit

The total lot area per unit required for multiple family uses in the C-3 district is 2,000 square feet or 154 units (309,468/2,000 =154). By Code, the Village is authorized to grant a waiver to reduce the minimum lot area requirements by no more than 50% or 1,000 sq. ft. per unit, which would allow 309 units on this property (309,358/1,000 = 309). The proposed mixed-use development would have a total of 335 units equal to 910 square feet per unit. This request would be consistent with lot area requirements of the R-8 Multiple Family Residential District.

As background, a similar level of density was granted to Rycon Development in 1993 at the development known as La Grange Plaza Condominiums to make 14 S. Ashland Avenue a viable development in the downtown area. In comparison, that public/private development had a lot area per unit of 936 square feet. Development of that moderate density can be partially credited with the increased interest in other redevelopment projects within the community. This density can result in a consistent population base immediately within the downtown corridor that has a greater propensity to patronize the businesses in the Central Business District and do so as pedestrians without generating vehicular trips.

The petitioner has provided evidence in the market study by Tracy Cross that multiple family rental housing is suitable at the subject property. The Comprehensive Plan recommends consideration of *“adjustments to minimum lot size requirements in the BNSF Corridor to better utilize properties to provide varied housing opportunities.* In addition, the Plan states that the Village should *“encourage higher housing densities within one quarter mile, or a five minute walk, of [Metra] station areas.”* The Market Assessments (February 2004) prepared by marketing consultant, Goodman Williams Group, in conjunction with the Comprehensive Plan states that, *“The Village has supported growth in downtown housing in the past. Demand will continue to grow for new homes in the central business district.”*

The proposed minimum lot area for this project would allow for additional transit-supportive development and increased housing options near downtown La Grange and within walking distance of the Metra station, and it is a reasonable assumption that downtown residents would support the adjacent retail, service and restaurant uses.

As noted later in the text amendment section of this report, the Zoning Code will need to be revised to authorize this waiver.

5-A.54

**VI. TEXT AMENDMENT**

Atlantic Realty has filed an application with the Community Development Department for the following text amendments for those waivers that are not permitted by the authority of the Zoning Code:

1. Creation of a new defined term called “C-3 Mixed-Use Development.” This definition, in effect, would apply only to the proposed project and would broadly encompass all of the zoning relief sought by the applicant.
2. An amendment to the planned development regulations to allow building spacing and setback standards for a “C-3 Mixed-Use Development” to be governed by the planned development final plan.
3. Create authority to reduce the minimum lot area standards for each dwelling unit in a planned development in the C-3 District to 910 square feet.

**RECOMMENDATION**

Staff has analyzed the applicant’s proposed amendments and has the following comments:

1. It is the opinion of the Staff and the Village Attorney that the proposed definition of “C-3 Mixed-Use Development” is not necessary because most of the zoning relief requested by the applicant already is available under the authority applicable to planned developments. As for the relief sought by the applicant that is not currently authorized by the Zoning Code, more narrowly tailored amendments addressing that relief specifically would be more appropriate. For example, Section 5-110 of the Zoning Code, which governs bulk, yard, and space standards in the Commercial Districts, can be amended as appropriate (and only if necessary) to authorize the appropriate density of development, yards and setbacks, and building spacing as part of a planned development. In any event, if the Village decides to create a definition of “C-3 Mixed-Use Development,” the language proposed by the applicant would have to be revised substantially; it is too broad as proposed.
2. The Zoning Code authorizes the Board of Trustees to modify most zoning regulations within a planned development, if certain basic standards are satisfied. In some instances, however, the Zoning Code prohibits modifications or the limits the extent to which a particular standard can be modified. The applicant’s proposal to allow the planned development final plan to govern all elements of building spacing and setbacks is, again, too broad in our opinion. The Staff and Village Attorney believe it is a better approach to address these issues by making

5-A.55

adjustments as, and if, necessary to the bulk, yard, and space standards in Section 5-110.

3. The applicant's proposal to allow the planned development final plan to govern all elements of building spacing and setbacks is, again, too broad in our opinion. The Staff and Village Attorney believe it is a better approach to amend Paragraph 14-505B7 or Paragraph 14-508C2 of the Zoning Code, both of which regulate building spacing in planned developments, as necessary to authorize the project in whatever form it may be approved by the Board of Trustees.
4. It will be necessary to create authority in the Zoning Code to increase the density of residential development within a C-3 District planned development. Similar to the previous paragraph, though, the Staff and Village Attorney recommend that this authority be created in Section 5-110 rather than in the planned development chapter of the Zoning Code.
5. The amendments that actually will be necessary for the proposed redevelopment of the YMCA parcel depend, of course, on what development plan may be recommended by the Plan Commission and considered for approval by the Board of Trustees. Amendments such as those listed above likely will be necessary, but it is not a certainty yet. Other amendments also may be necessary (for example, an amendment addressing off-street parking standards). The Staff and Village Attorney will be advising the Plan Commission about necessary and appropriate amendments during the course of the public hearing and the Plan Commission's deliberations.

## **VII. DESIGN REVIEW**

In any case where a Design Review Permit is required in conjunction with the issuance of a Planned Development, the application for design review shall be heard by the Plan Commission at the same time such approval is heard. The Plan Commission shall make its recommendation to the Village Board of Trustees as provided in Paragraph 14-403D6.

### **STANDARDS AND CONSIDERATIONS FOR DESIGN REVIEW PERMIT.**

*In acting upon applications for Design Review Permits, the Plan Commission and the Board of Trustees shall consider and evaluate the propriety of issuing the Design Review Permit in terms of its effect on the purposes for which the Design Review District is designated. In addition, the Commission and the Board of Trustees shall be guided by the following standards and considerations:*

5-A.56

1. Visual Compatibility.

- (a) Height. *The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.*
- (b) Proportion of Front Facade. *The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.*
- (c) Proportion of Openings. *The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.*
- (d) Rhythm of Solids to Voids in Front Facades. *The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.*
- (e) Rhythm of Spacing and Buildings on Streets. *The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.*
- (f) Rhythm of Entrance Porch and Other Projections. *The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.*
- (g) Relationship of Materials, Texture, and Color. *The relationship of the materials, texture, and color of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.*
- (h) Roof Shapes. *The roof shape of a building shall be visually compatible with the buildings to which it is visually related.*
- (i) Walls of Continuity. *Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.*
- (j) Scale of Building. *The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.*

5-A.57

(k) Directional Expression of Front Elevation. *A building shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.*

2. Quality and Design Site Development

(a) Open Spaces. *The quality of the open spaces between buildings and in setback spaces between street and facade.*

(b) Materials. *The quality of materials and their relationship to those in existing adjacent structures.*

(c) General Design. *The quality of the design in general and its relationship to the overall character of neighborhood.*

(d) General Site Development. *The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.*

The dome, metal roof and asphalt shingles may not be consistent with architecture and materials of commercial buildings in downtown La Grange. We believe that this should be given further consideration by the Plan Commission.

RECOMMENDATION

Given the magnitude of these applications, we would like to begin the public hearing process and begin to receive testimony from the applicant, as well as the public, while we continue our analysis -- most specifically the vehicular access to this site. As mentioned previously, we have a draft traffic study from KLOA that we are currently reviewing with all Village departments. We would like to present those findings with a separate staff report at your next meeting, as well as invite Eric Russell from KLOA to communicate to you his findings regarding the best ways to access this site. The Village's Consulting Engineer will provide a report at your meeting. Staff has not had an opportunity to view the findings of that report. Therefore, as the public hearing progresses staff and the Village Attorney will offer further guidance as to the appropriate conditions should you choose to recommend approval of this project.

5-A.58

VILLAGE OF LA GRANGE  
Community Development Department

**MEMORANDUM**

TO: Plan Commissioners

FROM: Patrick D. Benjamin, Community Development Director  
Angela M. Mesaros, Assistant Community Development Director

DATE: January 22, 2008

**RE: CONTINUATION OF PLAN COMMISSION CASE #186 - Planned Development Concept/Final Site Plan Approval to authorize a Mixed Retail, Multiple Family and Town home Development, Northeast Corner La Grange Rd and Ogden Ave, 31 E. Ogden Avenue, Atlantic Realty Partners, Inc.**

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As requested at your last meeting on January 8, 2008, the Applicant, Atlantic Realty Partners has made the following revisions to the plans:

- **Townhomes:** Changes to the plan include a further reduction from 32 to 26, which is a reduction of six fewer residences from the last meeting (19% reduction) and 11 fewer than the original proposal of 37 townhomes (30% reduction). The townhomes will be constructed on the eastern two thirds of the northern Park District parcel and will be configured so that an open space park can be built on the western third of the Park District parcel. This open space park will be adjacent to the LaGrange Tower condominium building. There will be approximately 160 feet of open space from the closest townhome to the back of the parking garage of LaGrange Tower (see attached site plan).
- **Density Reduction:** Atlantic has slightly reduced the number of apartments by 2 to 283 units. Combined with the reduction of the townhomes, the total number of residential units for this project is now 309 (a reduction of 26 units or 8% from the original submission). This quantity represents 1,000 square feet of land area per residential unit, which is now within our specific limitations for Planned Development reduction allowances.
- **Multiple family elevations:** Atlantic has added glazing and other details to the garage wall face on the east elevation of the multiple family buildings to bring a sense of "occupancy" at the grade level.
- **Height:** Atlantic has revised the top floors of the multiple family buildings into portions with 11 ft. high ceilings with taller windows and taller parapets and portions with 9' ft. ceilings with standard windows and standard parapets in order to vary the number of floors and provide undulations to the building height. Atlantic believes the resulting aesthetic achieves the desired architectural effects desired by the Commission.

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The Applicant will present the revised documents at your meeting. In order to construct the proposed mixed use project, Atlantic has submitted the following applications:

- Map Amendment to rezone a portion of the property from OS Open Space to the C-3 General Commercial District.
- Amendment to the Comprehensive Plan (Long Range Land Use Plan).
- Special Use permit.
- Planned Development (development concept plan and final plan) with relief from the zoning regulations.
- Site Plan.
- Design Review.

Please note that with the proposed revisions to the site plan, the Applicant no longer requires an amendment to the text of the Zoning Code. Staff outlined the standards for review of the applications in our last memorandum dated January 8, 2008. (If you have misplaced your copy of the memorandum, copies are available at the Community Development Department, 579-2320).

As proposed, Atlantic Realty would require the following zoning variations:

<i>Standard</i>	<i>Required</i>	<i>Originally Proposed</i>	<i>Revised Application</i>
<b>Height</b>	3 stories, maximum 45 ft. With PUD, may be increased up to 5 stories or 70 ft.	5 stories Height: 71 ft.	5 stories Height: 70 ft.
<b>Setbacks from Street Right-of-Way</b>	Building C: minimum: 42.34 ft. Building D: minimum: 46.42 ft. Building E: minimum 32.50 ft.	Building C: 30 ft. Building D: 49 ft Building E: No change	Building C: 35ft. from Ogden Building D: 46.42 ft from Ogden Building E: 17 ft from LaGrange 22 ft. from Ogden
<b>Parking Spaces</b>	<i>Multiple Family Dwellings:</i> 1.5 spaces per unit Minimum: 428 spaces  With PUD, may reduce to 25%: minimum 1.125 spaces per dwelling unit (321 spaces)	<i>Multiple Family:</i> 1.4 spaces per unit Minimum: 401 spaces	No Change
<b>Parking Circulation Aisles</b>	90° parking: One-way aisle: mini 14 ft. width; Two-way: 24 ft. min. width	No circulation aisles for two rows within the underground parking proposed for multiple family component	No Change

5-A, 60

<i>Standard</i>	<i>Required</i>	<i>Originally Proposed</i>	<i>Revised Application</i>
<i>Lot Area per Unit</i>	Minimum: 2,000 sq. ft./unit Permitted: 154 units  With PUD, units may be clustered with sufficient common open space (50% is max. reduction) Minimum: 1,000 sq. ft./unit <i>Maximum: 309 units</i>	910 sq. ft./unit 335 units	1,000 sq. ft./unit 309 units

Should the Plan Commission find that the standards have been adequately addressed for the relief being sought by the Applicant; staff recommends that each of the action items be voted upon as separate motions by the Plan Commission. Staff also believes that conditions of approval are warranted in this case; we have prepared several for your consideration as part of the Development Concept/Final Site Plan approval. Additional conditions may also be desired by the Commission. The Plan Commission should vote on the elements of the application in the following order:

- 1) (a) **Zoning Map amendment to rezone portions of the subject property, including 2.82 acres, which is currently part of Gordon Park, and four parcels previously utilized by the YMCA, from its current classification of OS Open Space District to the C-3 General Service Commercial District; and**  
       (b) **Amendment to *Figure 2, Long Range Land Use Plan of the Official Comprehensive Plan* to identify the subject property as medium density residential and high density residential.**
- 2) **Design Review Permit as submitted with Plan Commission Case #186.**
- 3) **Site Plans and elevations, as submitted for Plan Commission meeting, dated January 22, 2008**
- 4) **Special Use Permit/Planned Development including Development Concept Plan and Final Plan with conditions.**

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**Exhibit 2**

VILLAGE OF LA GRANGE

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

AN ORDINANCE AMENDING THE OFFICIAL COMPREHENSIVE PLAN  
AND APPROVING DEVELOPMENT OF THE FORMER YMCA PROPERTY  
WITH RESIDENTIAL AND RETAIL USES

WHEREAS, Atlantic Realty Partners (the "*Applicant*") is the legal owner or contract purchaser of certain parcels of property located in the Village of La Grange at the northeast corner of the intersection of La Grange Road and Ogden Avenue, which parcels are depicted and legally described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (collectively the "*Property*"); and

WHEREAS, most of the Property previously was used as the location of the facilities and programs of the Rich Port YMCA, which relocated all of its facilities and programs and entered into a contract to sell its property to the Applicant; and

WHEREAS, the smaller remaining portion of the Property is owned by the Park District of La Grange, which has entered into a contract to its property to the Applicant; and

WHEREAS, most of the Property currently is classified in the Village's C-3 General Service Commercial District, with the remaining portion of the property being classified in the OS Open Space District; and

WHEREAS, the Applicant proposes to develop the Property with 284 multiple family dwelling units, 26 townhouses, and retail space along with open space, roadways, parking, sidewalks, lighting, and various other related improvements (the "*Project*"); and

WHEREAS, to secure the approvals necessary to authorize the proposed Project, the Applicant filed applications (the "*Applications*") with the Village seeking approval of (1) a Zoning Map amendment to reclassify into the C-3 District all portions of the Property that currently are classified in the OS Open Space District, (2) a special use permit authorizing a planned development, (3) planned development concept plans and final plans, (4) various modifications of La Grange Zoning Code (the "*Zoning Code*") standards to authorize the Project as proposed, (5) site plans, and (6) a design review permit for the exterior appearance plans; and

WHEREAS, as part of its consideration of the Project, the Village proposed an amendment to the Village's Official Comprehensive Plan to reclassify certain portions of the Property for medium density residential use and other portions for high density use; and

WHEREAS, pursuant to public notice thereof published in the Suburban Life newspaper, the La Grange Plan Commission conducted a public hearing, including a

5-A.4a

series of hearing sessions that concluded on January 22, 2008, to consider the Applications and the amendment to the Comprehensive Plan; and

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

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

WHEREAS, the President and Board of Trustees of the Village of La Grange conducted a public workshop session and other meetings to consider the Applications; and

WHEREAS, during the public hearing and also before the Board of Trustees, the Developer represented that, because most or all of the proposed multiple family dwellings may be converted from rental units into condominiums, those dwellings will be constructed to high standards and appointed with high-quality materials, fixtures, and appliances of a nature typical to upper-market condominiums in the west suburban Chicago-land area, including such things as wood flooring; upgraded moldings and trim-work, cabinetry, bathroom fixtures, kitchen appliances, and door hardware; and similar appointments; and

WHEREAS, the President and Board of Trustees have considered the findings and recommendations of the Plan Commission, the plans for the proposed Project, the representations of the Applicant, and all of the facts and circumstances affecting the Applications and the Project, and the President and Board of Trustees have determined that the Applications meet the standards set forth in the Zoning Code applicable to the relief sought by the Applicant if the conditions set forth in this Ordinance are satisfied; and

WHEREAS, the President and Board of Trustees also have determined that it is appropriate to amend the Official Comprehensive Plan as provided in this Ordinance;

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

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

Section 2. Approval of Zoning Map Amendment. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Chapter 14, Part VI of the La Grange Zoning Code, hereby amends the Village's Zoning Map to reclassify all portions of the Property into the C-3 District.

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Section 3. Approval of Special Use Permit for a Planned Development. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Section 14-401 of the Zoning Code, hereby grants to the Applicant a special use permit authorizing a planned development, subject to the conditions set forth in Section 9 of this Ordinance.

Section 4. Approval of Planned Development Concept and Final Plans. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Chapter 14, Part V of the Zoning Code, hereby approves the planned development concept plans and final plans for the Project in the form attached to this Ordinance as Exhibit B and by this reference incorporated into this Ordinance (the "Approved PD Final Plans"), subject to the conditions set forth in Section 9 of this Ordinance.

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

- A. Minimum Lot Area Per Unit. The minimum lot area per multiple family dwelling unit for the Project is 1,000 square feet. The calculation of this standard will include the entirety of the Property, including without limitation the North Open Space Parcel as defined in Subsection 9M of this Ordinance, regardless whether use of that parcel is public or private and regardless of ownership of that parcel.
- B. Maximum Height. The maximum height for the buildings identified as Buildings A, B, C, and D in Exhibit B is five stories and 70 feet. The height of all other buildings must comply with Zoning Code standards.
- C. Minimum Yards and Minimum Setbacks from Streets. The minimum yards and minimum setbacks from streets for the buildings identified as Buildings C, D, and E in Exhibit B are the distances specified on the Approved Site Plan defined in Section 6 of this Ordinance. All other buildings must comply with the yard and setback requirements of the Zoning Code.
- D. Minimum Number of Off-Street Parking Spaces. The minimum number of required off-street parking spaces for the dwelling units in the buildings identified as Buildings A, B, C, and D in Exhibit B is 1.4 spaces per dwelling unit. The minimum overall number of off-street parking spaces required for the Project is 401 spaces, as depicted in the Approved PD Final Plans. The required number of off-street parking spaces may be adjusted by written determination of the Board of Trustees in agreement with the Applicant.

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- E. Circulation Aisles for Underground Parking. The required widths and locations of the circulation aisles for the underground parking within the Project (under Buildings A, B, C, and D) are the widths and locations to be specified in the final engineering plans for the Project to be prepared and approved in accordance with the terms of the required development agreement for the Project.

Section 6. Site Plan Approval. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Section 14-402 of the Zoning Code, hereby approves the site plan for the Project in the form included in Exhibit B to this Ordinance (the "*Approved Site Plan*"), subject to the conditions set forth in Section 9 of this Ordinance.

Section 7. Design Review Approval. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Section 14-403 of the Zoning Code, hereby grants to the Applicant a design review permit approving the exterior appearance plans for the Project in the form included in Exhibit B to this Ordinance (the "*Approved Exterior Appearance Plans*"), subject to the conditions set forth in Section 9 of this Ordinance.

Section 8. Approval of Amendment to Comprehensive Plan. The Board of Trustees, pursuant to the authority vested in it by the laws of the State of Illinois and Sections 2-105 and 2-106 of the La Grange Zoning Code, hereby amends the Village's Official Comprehensive Plan, Figure 2 titled "Long-Range Land Use Plan," to reclassify portions of the Property from "Open Space and Recreation" to "Medium Density Residential" (for the property on which townhouses are approved) and "High Density Residential" (for the property on which a part of the multiple family buildings are approved), as generally depicted in Exhibit C attached to this Ordinance and by this reference incorporated into this Ordinance. The Village Manager is authorized and directed to cause a new Figure 2 to be prepared in final form, published, and filed as provided by law.

Section 9. Conditions. The approvals granted in Sections 3 through 7 of this Ordinance have been granted expressly subject to, and are at all times subject to, the following conditions:

- A. Lighting Plans. Before the Village issues any building permit for the Project, the Applicant must submit, for Village review to determine conformance with applicable Village standards, all lighting plans and elements for the Project including among other things photometric calculations, choices of all lighting fixtures, and all lighting standards throughout the Project.
- B. Construction Staging Plan, Hours. Before the Village issues any building permit for the Project, the Applicant must submit, for Village review to determine conformance with applicable Village standards, a construction staging plan for the Project, including among other things demolition phasing, delivery routes, construction parking, and street cleaning. The

Village Manager may impose reasonable conditions on the construction staging for the Project as necessary to protect the public safety and welfare. Construction activities generating outdoor noise of any kind is permitted within the Village only during the following hours: Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 6:00 p.m.; and Sunday 12:00 p.m. to 5:00 p.m.

- C. Plats; Survey. Before the Village issues a certificate of occupancy for the Project, the Applicant must submit one or more properly prepared plats of consolidation or subdivision and an ALTA survey for the entire Property.
- D. Declarations of Conditions, Covenants, and Restrictions. Before the Village issues any building permit for the Project, the Applicant must submit one or more declarations of conditions, covenants, and restrictions to create one or more property owners associations and to otherwise govern development and maintenance of the Project, including without limitation provisions regarding permissible retail tenants. Each declaration must in a form or forms satisfactory to the Village Manager and Village Attorney and in accordance with the terms of the required development agreement.
- E. Development Agreement. Before the Village issues any building permit for the Project, the Applicant must enter into a development agreement with the Village based on the Village's model form and the substantial draft of such an agreement previously provided to the Applicant, and in a final form satisfactory to the Board of Trustees. The development agreement must include, among other things, terms for construction of infrastructure improvements, reasonable Village consent to any transfers of ownership of the Project before its completion, and the posting of performance security for completion of the infrastructure improvements.
- F. Grading Plans and Other Engineering Plans. Before the Village issues any building permit for the Project, the Applicant must submit final grading and engineering plans for Village review to determine conformance with applicable Village standards.
- G. Building Materials. The Applicant must submit samples of all final building materials for the exterior of the buildings on the Subject Property that are consistent with the Approved PD Final Plans. Each of those samples will be subject to reasonable review and approval of the Village Manager before it is used in the Project.
- H. Landscaping and Screening Plans. Before the Village issues any building permit for the Project, the Applicant must submit detailed landscaping and screening plans to the Village for Village review to determine conformance with applicable Village standards. Wherever possible, the Applicant must install native vegetation to facilitate good drainage and erosion control.

- I. Roof. Before the Village issues any building permit for the Project, the Applicant must submit plans for review and approval by the Director of Community Development to: (i) install a roof surface with a Solar Reflectance Index (SRI) compliant with the LEED ND rating system and vegetation, that in combination covers 75 percent of the roof surface, if logistically and economically feasible, and (ii) to install a water collection, storage, and pumping system to the extent logistically and economically feasible to collect rainwater for landscaping irrigation uses. The determination of feasibility will be made by the Village, in the reasonable exercise of its discretion, in consultation with the Applicant.
- J. Underground Utilities. All electrical, cable, and telecommunications equipment and other utilities within the Property must be located underground.
- K. Offsite Relocation and Burial of Electrical Facilities. The Applicant must cooperate with ComEd to relocate, underground, the electrical facilities adjacent to the Property, as outlined in the Applicant's Application for Planned Development dated August 16, 2007. The Village Manager has the authority to decide the final locations of electrical wires and other facilities.
- L. Bicycle Parking. The Applicant must provide useful bicycle parking within 200 feet of each entrance to a retail space. The Applicant also must provide bicycle parking inside or adjacent to each multiple family building sufficient to accommodate the occupants of each unit. Before the Village issues any building permit for the Project, the Applicant must submit, for reasonable review and approval by the Director of Community Development, detailed plans for the bicycle parking including location, number, and design.
- M. North Open Space Parcel. The parcel of property north of Shawmut Avenue between the existing building known as "La Grange Tower" and the proposed townhouses, as depicted on the Approved Site Plan, (the "North Open Space Parcel") must be dedicated as permanent open space by instrument satisfactory to the Village Manager and Village Attorney. The North Open Space Parcel must be maintained either by a property owners association as set forth in a declaration of conditions, covenants, and restrictions or by the Park District of La Grange.
- N. Shawmut Avenue and Locust Avenue Improvements. The improvement of Shawmut Avenue and Locust Avenue requires use of property currently owned by the Park District of La Grange. All approvals for the Project are subject to the condition that the Village has reached a satisfactory agreement with the Park District that allows dedication as right-of-way of, and development and use of, the necessary Park District property so

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that Shawmut Avenue and Locust Avenue can be improved as depicted on the Approved PD Final Plans.

- O. Public Dedication of Roads. All roads and related improvements built within the Property as public rights-of-way must be dedicated to the Village in the manner provided in the required development agreement.
- P. Right-of-Way Construction. The Applicant must reconstruct all rights-of-way within the Property to standard Village specifications provided by the Village Engineer, including installation of all underground improvements necessary to serve the Project and roadway system such as drainage systems, electrical facilities, and other utilities and infrastructure.
- Q. Sidewalks. All public sidewalks built as part of the Project must meet standard Village specifications unless other specifications are approved in writing in advance by the Director of Community Development and must be located within dedicated public right-of-way except as otherwise specifically approved by the Village.
- R. Retail Uses. The retail space within the Project may be leased or sold only for retail-sales-tax-generating uses, unless otherwise approved by the Village Manager in writing in advance, based on standards to be included in the required development agreement. A list of approved uses and prohibited uses will be included in the required development agreement. The Village has the right to require the cessation of any use not in compliance with this Ordinance or the development agreement.
- S. Implementation of Engineering Recommendations. The Applicant must implement all of the recommendations from the engineering review conducted by the Village Engineer and dated October 5, 2007.
- T. Pedestrian Improvements. The Applicant must prepare detailed engineering plans for approval by the Village Engineer and the Illinois Department of Transportation ("*IDOT*") for the following improvements to be completed by the Applicant to the intersection of Ogden Avenue and La Grange Road:
- Re-striping of crosswalks with wide, white longitudinal lines, as approved by Village Manager.
  - Repainting of stop bars.
  - Installation of countdown pedestrian signals.
  - Installation of bollards at the corners of intersections.
  - Installation of a corner island on the east approach of Ogden Avenue.
  - Installation of pedestrian oriented street lights along the entire length of the Project along Ogden Avenue and La Grange Road.

- Installation of a kiosk of a style consistent with the Village's way-finding signage program at a location agreeable to IDOT and the Village.

U. Vehicular Improvements. The Applicant must work diligently with the Village to secure approval from IDOT to implement the following recommendations from the traffic and parking study conducted by KLOA and dated October 5, 2007:

- Consolidation of entrances at Ogden Avenue. If authorized by IDOT, installation of a right-in / right-out driveway entrance onto Ogden Avenue.
- Installation of overhead traffic signals and cobra-style overhead street lighting at the intersection of Ogden Avenue and Locust Avenue.
- Installation of a dedicated right-turn lane on westbound Ogden Avenue at La Grange Road of a length and turning radius acceptable to IDOT to accommodate adequate vehicular stacking.
- Installation of traffic signals at the four corners of Ogden Avenue at La Grange Road with combined standards for the traffic control device and cobra-style overhead street lighting.
- Replacement of all overhead, concrete-based streetlights with decorative streetlights (such as the lights currently in use in the Calendar Court Parking Lot) for the entire length of the Project along Ogden Avenue and La Grange Road.
- Re-striping of the existing pavement on La Grange Road from Brewster Lane south to Shawmut Avenue to provide five traffic lanes including two through lanes in each direction and a separate southbound left turn lane serving Shawmut Avenue.
- Widening of Ogden Avenue to provide a separate eastbound left-turn lane at Locust Avenue.

The Applicant must install the improvements that are approved by IDOT and any inconsistency between the plans approved by IDOT and the plan approved by this Ordinance may be approved by the Village Manager in the reasonable exercise of his discretion based on a determination that the IDOT approvals are substantially consistent with the Village-approved plans and that any inconsistency is a reasonably acceptable alternative to the Village-approved plans and is similarly protective of public safety. Notwithstanding the previous sentence, the inability, due to IDOT or any other cause, of the Applicant to construct the intersection of Ogden Avenue and Locust Avenue with stoplights and a configuration substantially similar to the intersection depicted on the Approved Site Plan will be a basis for the Village to require suspension of construction of the Project and, if no reasonable solution can be devised, rescission by the Board of Trustees' approvals of the approvals granted by this Ordinance. In addition to the authority of the Village Manager set forth in the first sentence of this paragraph, the Board of Trustees may consider and

approve any IDOT-approved plans that are inconsistent with Village-approved plans and approve the IDOT-approved plans, without a further hearing.

- V. Park District Improvements. The Applicant must provide the following contributions toward common community open space in the manner directed by the Park District of La Grange:
- Relocation of mature trees within the Property to new locations within Gordon Park to the extent reasonably possible.
  - Donation of topsoil and grading services for playing fields within Gordon Park.
  - Construction of an archway for the Gordon Park entrance as depicted in the Approved PD Final Plans.
  - Payment of certain engineering costs related to the redevelopment of Gordon Park as agreed between the Applicant and the Park District.
  - Payment of certain consulting and landscaping architecture and design fees related to the redevelopment of Gordon Park as agreed between the Applicant and the Park District.
  - Payment of the costs of certain labor and construction equipment to re-grade Gordon Park as agreed between the Applicant and the Park District.
- W. No Authorization of Work. This Ordinance does not authorize commencement of any work within the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- X. Compliance with Applicable Codes, Ordinances, and Regulations. The Property is subject to all Village codes, ordinances, and regulations except as specified provided otherwise in this Ordinance.
- Y. Legal Title to Property. Before this Ordinance becomes effective, the Applicant must submit documents to the Village establishing to the satisfaction of the Village Manager that the Applicant owns legal fee simple title to all of the Property.
- Z. Unconditional Agreement and Consent. The Applicant has agreed to all of the terms and conditions set forth in this Ordinance. To memorialize that agreement, the Applicant must execute and deliver to the Village the Unconditional Agreement and Consent attached to this Ordinance as Exhibit D.

Section 10. Violation of Condition or Code. Any violation of (i) any material term or condition stated in this Ordinance or (ii) any applicable Village code, ordinance, or regulation is grounds for the rescission of the approvals made in this Ordinance. Not less than 30 days prior to any action by the Board of Trustees to rescind any approval, the Village will give the owner of the Property written notice of the violation and provide the owner with an opportunity to be heard by the Board of Trustees if the violation has not been cured within that 30-day period.

Section 11. Effective Date. This Ordinance will be in full force and effect from and after (a) its passage, approval, and publication in pamphlet form in the manner provided by law and (b) submission to the Village by the Applicant of documents establishing to the satisfaction of the Village Manager that the Applicant holds legal fee simple title to all of the Property.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2008.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Elizabeth Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert Milne, Village Clerk

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5-A, 134

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

*S-A.14a*

EXHIBIT B

APPROVED PLANNED DEVELOPMENT FINAL PLANS,  
SITE PLANS, AND EXTERIOR APPEARANCE PLANS

5-17, 159

EXHIBIT C

GENERAL DEPICTION OF COMPREHENSIVE PLAN AMENDMENT

5-17-16

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Atlantic Realty Partners (the "Applicant"), is the legal owner of a certain property within the Village legally described in Attachment A to this Unconditional Agreement and Consent (the "Subject Property"); and

WHEREAS, the Applicant seeks numerous approvals from the Village necessary for the redevelopment of the Subject Property (the "Project") as described in La Grange Ordinance No. \_\_\_\_\_ adopted the President and Board of Trustees of the Village of La Grange on \_\_\_\_\_, 2008 (the "Ordinance"); and

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

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

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

1. The Applicant unconditionally agrees to and accepts, and will abide by, all of the terms, conditions, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Subject Property or the issuance of any permits for the use and development of the Subject Property, and that the Village's review and approval of any such plans and issuance of any such permits do not and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind at any time.

3. The Applicant acknowledges and agrees that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the Applicant be provided with any notice required by statute or ordinance.

4. The Applicant does and will indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of those parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in

5-A.17a

connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicant of its obligations under this Unconditional Agreement and Consent.

5. The Applicant will pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. Those expenses may include out-of-pocket expenses, such as attorneys' and experts' fees, and the reasonable value of any services rendered by any employees of the Village.

6. The Applicant consents to the approvals granted in the Ordinance and to the recordation of the Ordinance and this Unconditional Agreement and Consent against the Subject Property for the purpose of providing notice that the Applicant is subject to the terms, conditions, restrictions, and provisions of the Ordinance.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2008.

**APPLICANT**

\_\_\_\_\_

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

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

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

Attest:

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

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

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

5-A.18a

ATTACHMENT A  
TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION OF PROPERTY

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