

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, FEBRUARY 25, 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, February 25, 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. Award of Contract – Emergency Services and Disaster Planning – Community Notification System
- B. Resolution – Authorizing the Distribution of Community Development Block Grant Funds / Accessibility Improvements to Village Hall and Police / Fire Facility
- C. Consolidated Voucher 080225
- 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

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*

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

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

BOARD REPORT

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

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

DATE: February 25, 2008

RE: **AWARD OF CONTRACT – EMERGENCY SERVICES AND DISASTER
PLANNING – COMMUNITY NOTIFICATION SYSTEM**

In January 2007, the Village Board adopted a resolution authorizing the Village to apply for a grant in the amount of \$48,297 for the purpose of entering into a service agreement which would provide community notification in the event of an emergency. This service would replace our existing emergency notification system. After a thorough evaluation, staff recommended the "Code Red" system because that system is maintained off-site (eliminating the need for hardware, software and internal maintenance expertise). Furthermore the Code Red system provides high speed notification, and can be accessed even if the internet and land-based telephone lines are inoperable. The Code Red system is available at a competitive annual cost. Also, the Code Red system is all-inclusive, so the Village's investment in the system is minimal. As a result, the Village will be able to switch services efficiently if we become dissatisfied with Code Red, or technological changes warrant a change, or a more cost-effective alternative becomes available. A copy of the staff report and approved resolution from January 2007 is attached for your reference.

The Village was recently notified that its grant application was approved in the amount of \$25,597. The grant monies are being distributed through a settlement fund involving the former "Infrastructure Maintenance Fees" which municipalities levied on wireless telecommunication providers. Because of the large number and expense of project submittals, many applications were not selected for funding or had their grant requests substantially reduced. Eligible projects, which included the proposed community notification system, were funded at 51% of the request. As a result, the Village has received \$25,597 to enroll in the Code Red system. The annual fee to participate in the Code Red system is \$10,000. Therefore, that money will cover approximately two and a half years of service. After that period, staff proposes that the Code Red system be funded annually through the Emergency Telephone System Board Fund.

We recommend that the Village Board award the service agreement for a community wide, emergency notification system to Code Red Emergency Communication Network of Ormond Beach, Florida in the manner described above.

4-A

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

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

DATE: January 22, 2007

RE: **RESOLUTION – APPLICATION FOR GRANT FUNDS / EMERGENCY SERVICES AND DISASTER PLANNING - COMMUNITY NOTIFICATION SYSTEM**

Over the past several years, there has been a great deal of national, regional and local attention given to homeland security, emergency services and disaster preparedness. In the event of either a terrorist act, an act of nature or a local emergency, there will be a need to quickly notify and instruct all residents and businesses in the Village of LaGrange.

The Village of LaGrange currently shares a community notification system called REVERSE 911 with the Villages of LaGrange Park and Brookfield for that exact purpose (at one time, Western Springs was also on the system). The system was purchased in 2003 through a joint grant request through the Cook County Law Enforcement Block Grant program. The Village is responsible for a portion of the system annual maintenance fee (\$1,737 in 2007).

Although the system is housed at the LaGrange Park Police Department and can be made available to us when requested, the shared system with LaGrange Park and Brookfield has limitations that would impact the Village's ability to effectively and efficiently notify residents of an emergency condition.

The primary limitation of the current system is speed. In the event of an emergency, it could take several hours for an emergency message to be received by the community because the system can only dial eight numbers at one time. Under the current system, a 30 second message would take over 9 hours to reach the entire community. Additionally, if both La Grange Park and Brookfield are impacted by the same emergency, there could be further delays since only one community can dial out at one time.

Because of these limitations, it is recommended that the Village of La Grange purchase its own system with greater speed and efficiency to improve communications especially in the event of an emergency situation. Two national and experienced companies were identified to potentially replace our use of the existing system - REVERSE 911 and Code Red (Emergency Communications Network). REVERSE

4-A.1

911 is an on-site PC based system that utilizes dedicated phone lines. Code Red is an off-site system computer linked to a bank of phone lines that is accessed via telephone or internet. Whether used for catastrophic events or local emergencies, Code Red can deliver up to 1000 messages per minute. During a catastrophic event, REVERSE 911 also offers a service that is able to complete a mass calling by sending calls to a mass-calling center as long as our database server is operational and at an additional cost. However, in the event of a local emergency the system is limited to 8 calls at a time.

The chart below is a comparison of the two services:

| CODE RED | REVERSE 911 |
|---|---|
| Call center based in Florida | P/C based in-house accessed by REVERSE 911 |
| Maintained by CODE RED | Maintained by the Village |
| 30,000 minutes a year for local and mass calls. Any overage is \$1,000 per 3,000 minutes | Unlimited local calls plus .20 cents a minute for mass calls. |
| Dual mirrored database for redundancy. | No redundant database |
| Local and mass calling capable without the need for our internet or server being operational. | Local and mass calling capable as long as our server and phone lines are operational. |
| Process can be activated either by internet or by phone call. | Process can only be started through the use of our database. |
| To include cell phone numbers residents can directly access CODE RED database via a link on the Village web site. | To include cell phone numbers residents have to provide the village with the number who in turn provides it to REVERSE 911. |
| Setup, maintenance and training included. | Setup, maintenance and training included. |
| All inclusive system. | Module system. Eight modules available for a total cost of \$29,700. |
| No initial start up cost. | Initial start up cost - \$48,950 includes HazMat, Mass Call and Mobilization modules. |
| Annual cost of \$10,000 a year. | Annual \$8,374 |

Written quotations were solicited from these two companies for purchase, installation and start-up. The following table reflects the quotes submitted.

| VENDOR / LOCATION | QUOTE |
|---|--|
| Emergency Communications Network / Code Red Inc. Ormond Beach, Florida | \$10,000 per year |
| REVERSE 911 Indianapolis, Indiana | Initial startup \$48,950 Annual maintenance \$8,374 |

The Code Red system is recommended because the system is maintained off-site (eliminating the need for hardware, software and internal maintenance expertise), it provides high speed notification as a standard amenity, and can be accessed even if the internet and/or landlines are inoperable. Furthermore, as the Code Red system is all-inclusive and at a competitive annual cost, the Village is minimally invested, and thus will be able to efficiently switch services if we become dissatisfied; technology changes occur; or more cost-effective alternatives become available in the marketplace.

4-A.2

As this is a non-budgeted expense, we propose that we access the IMF settlement fund via the competitive grant program. The Village has previously applied for two grants through the program – both related to the Village’s outdoor warning siren system. Because grant requests are limited to the total amount of the original settlement (\$74,465.74), the Village is eligible to apply for the remaining \$48,297.54. Because the current annual fee for the Code Red system is \$10,000, it is recommended that the Village apply for the remaining balance to cover the cost of expenses related to the operation of the system for the next four to five years (\$10,000 annual fee).

A resolution authorizing the Village to apply for a grant in the amount of \$48,297 is attached for your consideration. No matching funds from the Village are required.

In the event that the Village does not receive the grant, staff will return to the Village Board recommending that the Village Board waive the competitive bidding process and to authorize staff to purchase the community notification system called Code Red from Emergency Communication Network of Ormond Beach Florida utilizing Emergency Telephone System Board (ETSB) funds. There are sufficient reserves in the ETSB Fund to cover this expense in the form of a budget amendment. Emergency Communications Network has indicated that they are willing to honor their quote for a period of 60 days after notice from the Northwest Municipal Conference as to the disposition of our grant application.

It is our recommendation that the resolution be approved.

4-A.3

RESOLUTION NO. R-07-02

A RESOLUTION AUTHORIZING APPLICATION FOR A GRANT UNDER THE INFRASTRUCTURE MAINTENANCE FEE LITIGATION CY PRES COMMITTEE'S GENERAL AUTHORITY TO MAKE SUCH GRANTS

WHEREAS, in 1997, the State of Illinois enacted the Telecommunications Infrastructure Maintenance Fee (IMF) Act, which authorized the imposition of a fee of 1% of the gross charges on wireless retailers. Municipalities throughout the state imposed the IMF on telecommunications bills from January 1, 1998 through February 7, 2002; and

WHEREAS, in 1998, a lawsuit was filed challenging the fee, which the court ruled unconstitutional and, upon appeal, the Illinois Supreme Court affirmed the unconstitutionality of the Municipal IMF only as it applied to wireless retailers; and

WHEREAS, in 2000, municipalities that imposed the IMF were joined as defendants in a class action lawsuit that asserted the unconstitutionality of the Infrastructure Maintenance Fee and sought refunds of the IMF; and

WHEREAS, as of October 18, 2005, a settlement was approved that required defendant class members to pay into the settlement fund 70% of the amounts collected through the Municipal IMF for wireless telecommunications services; and

WHEREAS, the court will distribute the settlement fund in accordance with cy pres principles, or for its "next best" use. The settlement fund will be distributed as follows:

- 60% (sixty percent) for municipal emergency 9-1-1 telecommunications programs located anywhere within the State of Illinois; and
- 40% (forty percent) for medical facilities providing emergency care to indigent patients located in areas outside the six-county northeastern Illinois region; and

WHEREAS, the court has established a three person committee (Cy Pres Committee) to make recommendations as to how the cy pres grants will be distributed; and

WHEREAS, the Village of La Grange, Cook County, Illinois, has determined that it is in its best interest to pursue the acquisition of a community notification system known as Code Red by applying for available cy pres grant funds made available through the court settlement.

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

Section 1. That the Village of LaGrange hereby requests use of a portion of the telecommunications infrastructure maintenance fee cy pres funds for the purposes described in this application.

Section 2. That the Village Manager is authorized to file a grant application on behalf of the Village of La Grange with the Cy Pres Committee for a grant for a community notification

4-A.4

system known as Code Red in the amount of \$48,297 to benefit the Village of LaGrange, Cook County, Illinois.

Section 3. That the funds applied for will be expended consistent with the recitals in the application.

Section 4. That the Village Manager is authorized to furnish such additional information, assurances, certifications and amendments as the Cy Pres Committee may require in connection with this grant application.

Section 5. That the Village Manager is authorized and directed on behalf of the Village of La Grange to execute and deliver a grant application and all subsequent amendments thereto between the Village of La Grange and the Cy Pres Committee on behalf of the Village; and the Village Clerk is authorized and directed on behalf of the Village of La Grange to attest said application and all subsequent amendments thereto.

Section 6. That the Village Manager will provide the Cy Pres Committee with a certification from a certified public accountant certifying that the grant funds were expended in conformity with the formal application for the use of funds to ensure compliance with the grant program. Certification will be provided within 90 days of a request by the Cy Pres Committee.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange, Cook County, Illinois this 22ND day of JAN, 2007.

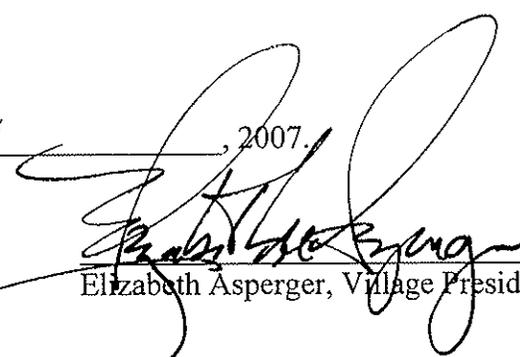
YEAS: R. CREMIEUX, M. HOENATH, M. LANGAN, T. LIVINGSTON, N. PANN, B. WOLF
L. ASPERGER

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Approved this 22ND day of JAN, 2007.


Elizabeth Asperger, Village President

ATTEST: Robert Milne
Robert Milne, Village Clerk

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: February 25, 2008

RE: **RESOLUTION - AUTHORIZING THE DISTRIBUTION OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS / ACCESSIBILITY
IMPROVEMENTS TO VILLAGE HALL AND POLICE / FIRE FACILITY**

The FY 2008-09 Building and Grounds budget provides for the installation of power-assisted doors to the public entrances at the Police Department; the Fire Department; and the disability entrance to the Village Hall. Installing power-assisted door operators at key municipal facilities will help increase accessibility for all residents while also helping to improve quality of life. The anticipated cost of the improvements is \$11,325.

The Cook County Community Development Block Grant Program (CDBG) provides grant opportunities to improve accessibility to public facilities and public services. It is recommended that the Village apply for a grant in the amount of \$9,825 through the CDBG program to help defray the cost of the improvements.

The remaining expenses would be provided by the Village as a project funding match. Public Works personnel will install a curb cut for the disabled at the Police and Fire Departments, as well as providing electrical wiring and door hardware as necessary.

The Village is required to hold two public hearings as a part of the application process. The public hearings were conducted on November 12, 2007 and December 10, 2007. No public comments were received objecting to the proposed improvements. In addition, a Resolution must be adopted by the Village Board authorizing the distribution of grant funds through the CDBG program, should the Village be awarded the grant.

We recommend that the Resolution be approved.

4-B

VILLAGE OF LAGRANGE

RESOLUTION #R-08-_____

RESOLUTION AUTHORIZING THE DISTRIBUTION OF GRANT FUNDS

WHEREAS, the Cook County Community Development Block Grant Program provides grant opportunities to improve accessibility to public facilities and public services; and

WHEREAS, the Village of La Grange desires to improve access to its Police, Fire and Village Hall facilities by installing power-assisted door operators at key entrances; and

WHEREAS, the installation of power-assisted door operators at municipal facilities will help increase accessibility of services available to all residents while also helping to promote a more sustainable and livable community as well as quality of life.

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

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2008 in the amount of \$9,825 for the following project(s);

| PROJECT | AMOUNT |
|---|----------------|
| Power-assisted devices at the public entrance to the: | |
| Fire Department | \$2,099 |
| Police Department | \$3,971 |
| Disability entrance of the Village Hall | <u>\$3,755</u> |
| Total | \$9,825 |

As identified in the Village's CDBG 2008 Program year application.

Section 2. That the Village President and Clerk are hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to make application for the funds requested in Section 1 of this Resolution, a copy of which application is on file.

Section 3. That the Village Manager is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

PASSED this 25th day of February, 2008 pursuant to a roll call vote as follows:

AYES: _____
 NAYS: _____
 ABSENT: _____

Approved by me this _____ day of _____, 2008

Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

4-B.1

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

February 25, 2008

Consolidated Voucher 080225

| <u>Fund No.</u> | <u>Fund Name</u> | <u>02/25/08 Voucher</u> | <u>02/22/08 Payroll</u> | <u>Total</u> |
|-----------------|----------------------------|-------------------------|-------------------------|-------------------|
| 01 | General | 58,799.20 | 247,447.28 | 306,246.48 |
| 21 | Motor Fuel Tax | | | 0.00 |
| 22 | Foreign Fire Insurance Tax | 5,617.93 | | 5,617.93 |
| 23 | TIF | | | 0.00 |
| 24 | ETSB | 17,100.72 | | 17,100.72 |
| 40 | Capital Projects | | | 0.00 |
| 50 | Water | 120,472.38 | 38,526.07 | 158,998.45 |
| 51 | Parking | 2,724.86 | 18,127.87 | 20,852.73 |
| 60 | Equipment Replacement | | | 0.00 |
| 70 | Police Pension | | | 0.00 |
| 75 | Firefighters' Pension | | | 0.00 |
| 80 | Sewer | 582.56 | 10,604.08 | 11,186.64 |
| 90 | Debt Service | | | 0.00 |
| 91 | SSA 4A Debt Service | | | 0.00 |
| 93 | SAA 269 | | | 0.00 |
| 94 | SAA 270 | | | 0.00 |
| | | <u>205,297.65</u> | <u>314,705.30</u> | <u>520,002.95</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 11, 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 Horvath, Langan, Livingston, Kuchler, Palermo and Wolf

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
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 Chief David Fleege

2. PRESIDENT'S REPORT

President Asperger explained the scheduled meetings for this evening, noting there would be a brief regular Village Board meeting followed by a workshop to discuss the YMCA redevelopment project after which the Village Board will adjourn into closed session to discuss personnel matters related to the development of the budget. Earlier this evening the Emergency Telephone System Board met to consider budget items for next year.

The January issue of the new monthly version of the Village Spokesman newsletter was sent. Residents not receiving it were encouraged to contact the administration office. The February issue will be delivered to residents and posted on the Village's website.

Appreciation was extended to the Public Works Department for there outstanding efforts in snow removal.

4-D

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-08-01) – Restating Applicable Fees For Emergency Ambulance Services
- B. Replacement Vehicle – Community Development Department (Terry-s Automotive Group, Peotone, Illinois not to exceed \$15,778)
- C. Consolidated Voucher 080211 (\$768,369.60)
- D. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, January 28, 2008

Trustee Palermo inquired about the cost to repair the current vehicle in the Community Development Department and was informed the cost would exceed \$2,000.

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

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo, Wolf and President Asperger
Nays: None
Absent: None

5. CURRENT BUSINESS

6. MANAGER'S REPORT

In follow-up to a citizen concern expressed at the previous Village Board meeting related to Park Jr. High school crossing at Ogden Avenue and subsequent comments from the Village Board, Village Manager Robert Pilipiszyn explained that School District 102 Superintendent Mark Van Clay has agreed to honor a previous commitment to provide adult coverage at the intersection.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

As the new Executive Director of the West Suburban Chamber of Commerce and Industry, Robert Ware introduced himself and expressed a desire to work with the Village and local businesses.

4-0.1

8. EXECUTIVE SESSION

A. Closed Session – Personnel Matters

It was moved by Trustee Palermo and seconded by Trustee Horvath to convene in Executive Session to discuss personnel matters immediately following the workshop. Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo and Wolf
Nays: None
Absent: None

9. TRUSTEE COMMENTS

Trustee Langan stated that he would excuse himself from the Executive Committee Workshop discussion due to his employment with the YMCA Metropolitan Chicago. Trustee Langan noted he would remain present in the audience and resume his role as Trustee during the Closed Session.

10. ADJOURNMENT

At 7:45 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Palermo. Approved by unanimous voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

Approved Date

4-0.2

MINUTES
VILLAGE OF LA GRANGE
EXECUTIVE COMMITTEE MEETING

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

Monday, February 11, 2008
(immediately following the regular Village Board meeting)

1. CALL TO ORDER AND ROLL CALL

An Executive Committee meeting of the Board of Trustees of the Village of La Grange was held on Monday, February 11, 2008 and called to order at 7:44 p.m. in the Village Hall Auditorium.

PRESENT: Trustees Horvath, Kuchler, Livingston, Palermo and Wolf with President Asperger presiding.

Trustee Langan stated that he would recuse himself from the Executive Committee Workshop discussion due to his employment with the YMCA Metropolitan Chicago. Trustee Langan noted he would remain present in the audience and resume his role during the closed session.

ABSENT: None

OTHERS: Robert Milne, Village Clerk
Robert Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager
Patrick Benjamin, Community Development Director
Angela Mesaros, Assistant Community Development Director / Planner
Lou Cipparrone, Finance Director
Ken Watkins, Director of Public Works
Tom Heuer, Village Engineer
Richard Aaronson, President Atlantic Realty Group

2. YMCA REDEVELOPMENT PROJECT

A. Overview & Background

Community Development Director Patrick Benjamin explained the timeline and happenings related to the YMCA property. Beginning in 2001 it was determined that it would not be cost effective to repair the structure and a new facility was needed. Mr. Benjamin noted that in 2005 a decision was made to market the property. Ten

4-E

qualified proposals were received and in November 2006 Atlantic Realty Group was chosen.

Mr. Benjamin stated that Mr. Richard Aaronson, President of Atlantic Realty Group began this undertaking by seeking information on what the community wanted and to determine if any adjacent properties could be considered in the development concept. In 2007 Atlantic Realty Partners presented a proposed development for this property. Mr. Benjamin introduced Mr. Richard Aaronson and invited him to comment.

B. Presentation by Developer

Mr. Aaronson thanked the Board for the opportunity to make a presentation and introduced Mr. Gregory Ratas, Development Manager; Mr. Bruce Huvad, Attorney; and Mr. Mark Hopkins Architect for the YMCA redevelopment project.

Mr. Aaronson provided a PowerPoint presentation of the YMCA redevelopment project from its onset through present recommendation from the Plan Commission. Noting numerous requests for site plan changes to ensure retail enticement and open space, Atlantic Realty continued to work with residents from the La Grange Towers; Park District officials; and staff. Pedestrian safety; vehicular circulation; improvements to Gordon Park; less density; underground utilities; and irrigation were some of the items considered for refinement.

A portion of the presentation included a three-dimensional fly through to allow the Board the opportunity to view the entire project from various angles.

C. Plan Commission Recommendation & Required Approvals

Assistant Community Development Director and Planner Angela Mesaros explained the process followed by the Plan Commission. Ms. Mesaros noted the direction of the Comprehensive Plan and land use with improvements to benefit the Park District programs.

Ms. Mesaros gave a summary of the Plan Commissioner's review of items provided by the Village's traffic consultant, KLOA who also met with the Illinois Department of Transportation; consultations with the Village's Engineer Heuer and Associates; the proposed sale of Park District property, and land swap with the Village. Ms. Mesaros noted some of the required amendments and approvals necessary to move forward with the project.

4-E-1

D. Staff Recommendation

Village Manager Robert Pilipiszyn noted staff's excitement with this urban planning opportunity. Mr. Pilipiszyn explained the expectations in developing the entire northeast corner and believes the proposed redevelopment project provided by Atlantic Realty Partners will continue to expand on the Village's economic development.

Mr. Pilipiszyn noted the thoroughness of the Plan Commission in their perseverance to require the developer meet significant changes. Mr. Pilipiszyn provided a summary of the process in order to move forward including Village approvals and pending contractual agreements external to the Village.

E. Discussion

President Asperger thanked everyone involved in the process and noted that Park District representatives were unable to attend this evening due to a conflict in scheduling.

President Asperger invited Village Board Trustees to openly discuss the proposed YMCA Redevelopment Project and address questions and concerns to the developer or staff.

Trustee Kuchler inquired about the size of the "pocket park" and asked for a more detailed description of the gateway entrance. Mr. Aaronson responded accordingly.

Trustee Horvath inquired about a pedestrian bridge above Ogden Avenue to interconnect pedestrians with the Triangle development. Mr. Aaronson noted it had been determined that a bridge would be underutilized. Village Manager Pilipiszyn noted that traffic signals to be installed by the developer in close proximity to the placement of the pedestrian bridge obviated the need for the bridge, however the matter could be revisited in the context of the redevelopment of Gordon Park.

Trustee Horvath also expressed a desire for more connectivity between the development and the Triangle development.

Trustee Wolf inquired about accessibility to Gordon Park and Mr. Aaronson responded.

Trustee Livingston indicated this would be a great opportunity but expressed concerns relating to traffic management. Mr. Aaronson noted that pedestrian safety was factored into the design.

4-E,2

Trustee Palermo queried if retail stores would be occupied. Mr. Aaronson indicated that based on initial findings there is more demand than available space and retail would be chosen to compliment the downtown area.

Trustee Horvath questioned parking capacity and was noted it would be assigned. Trustee Palermo questioned the criteria for condo parking and Mr. Benjamin noted it would be the same ratio for residential.

Trustee Kuchler does not believe this is the appropriate use for the property and questioned the smaller units. Mr. Aaronson noted the national marketing trend is for smaller units (efficiency and single bedroom).

Trustee Palermo inquired about buyer profile and school enrollment. Mr. Aaronson noted that young professionals and empty-nesters are more likely to be attracted to this type of development and housing option. Consequently, the impact on school enrollment is minimal.

President Asperger requested that additional comments or questions be brought to the Village Manager and further discussion would commence at the next regularly scheduled Village Board meeting on Monday, February 25, 2008.

3. ADJOURNMENT

The Executive Committee meeting was adjourned at 9:35 p.m.

Respectfully submitted,

Ellie Elder
Administrative Secretary

Approved: _____

4-E.3

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: 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

5-A

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.

5-A.4

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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5-14.14

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

5-A-15

EXHIBIT B

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

5-14-16

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

5-A.18

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:

5-14.22

- 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:

5-14-23

- *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.

5-14.26

- 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.

5-11-27

- *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 Kelpsas, Vice President of the Park District of La Grange;
- Kevin Shields, 45 N. Drexel;
- Don Robertson, 70 S. 7th 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. 7th 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.

5-14.28

- *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. 7th 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-A.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



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.**

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-A.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

| 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. ² | 309,368 ft. ² |
| Lot Area per unit | Minimum: 2,000 sq. ft./unit Permitted: 154 units (309,276 ft. ² /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-A-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. ² | 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 | <i>Multiple Family Dwellings:</i> 1.5 spaces per dwelling unit Min: 435 spaces (298 units x 1.5 = 447 spaces) <i>Row homes:</i> 2.0 spaces per unit Min: 74 spaces (37 units x 2 = 74 spaces) <i>Retail:</i> one space per 250 ft. ² gross floor area (33,000 ft. ² /250 = 132) Min: 132 spaces TOTAL: 653 spaces | Reduced no more than 25% Minimum: 1.125 spaces per dwelling unit (298 units x 1.125 = 335) | Multifamily: 416 spaces Row homes: 86 spaces Retail: 153 spaces TOTAL: 655 spaces |
| 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. ² 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.

5-1A-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 x 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 s. f. ÷ 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.

5-1A.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 ft. + [(40.17 ft. height – 25 ft) x 0.5 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' x (71.67'-25) + (54.17' - 25) = 49.92 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.

5-1A.53

(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.

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.

5-1A.59

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> |
|--|---|--|---|
| Height | 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. |
| Setbacks from Street Right-of-Way | 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 |
| Parking Spaces | <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 |
| Parking Circulation Aisles | 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.**

5-A.61

**ADDITIONAL EXHIBITS
FOR
YMCA REDEVELOPMENT
PROJECT
CONTINUED IN
BOOK 2**

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, FEBRUARY 25, 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

MEMORANDUM TO: Angela Mesaros

FROM: Eric D. Russell
Neil S. Kenig, P.E.

DATE: October 5, 2007

SUBJECT: La Grange Place Traffic Study Review and
Roadway System Analysis

At the request of Village staff, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) reviewed the Traffic Impact Analysis (TIA) report prepared by Metro Transportation Group Inc. (Metro) on May 14, 2007, as well as their follow-up memorandums prepared on June 22, 2007 and August 14, 2007, for the proposed La Grange Place mixed-use development on the Rich Port YMCA site in La Grange, Illinois. In addition, KLOA was also requested by Village staff to conduct a planning-level evaluation of the roadway and pedestrian system that surrounds the La Grange Place site to explore alternate means of access to the property. This study was completed as part of the due diligence efforts by the Village of La Grange, with the costs of the study reimbursed back to the Village by Atlantic Realty Partners, Inc. (ARP), the developer of the La Grange Place project.

This memorandum has been separated into two sections; the first section discusses KLOA's review of Metro's TIA and the second section contains the roadway and pedestrian system evaluation.

Traffic Study Review

Based on our review of Metro's TIA and follow-up memorandums, we offer the following comments and recommendations:

1. Our observations of traffic conditions at the Rich Port YMCA site indicate there are presently no restrictions on traffic movements at the intersection of Shawmut Avenue and La Grange Road. Metro's TIA indicates there are presently no vehicles turning left from Shawmut Avenue to La Grange Road in the weekday peak hours and there are no future westbound left-turning movements assigned to Shawmut Avenue from the La Grange Place development. As difficult as it may be to negotiate this left turn during peak hours, it is no more difficult to make than left-turning movements from Locust Avenue onto Ogden Avenue during the peak hours. Being that Shawmut Avenue will be extended to Locust Avenue, it is likely that site-generated traffic will attempt left-turning movements from both Shawmut Avenue and Locust Avenue.

5-A.62

2. With that said, we are concerned about the ability to make left-turning movements in a safe manner at both the Ogden Avenue/Locust Avenue and La Grange Road/Shawmut Avenue intersections. We recommend that gap studies be made at both intersections to determine the availability of acceptable gaps in the flow of traffic on Ogden Avenue and La Grange Road for these left-turn movements.
3. The ARP site plan indicates a total of 33,000 square feet of retail space (20,000 square feet at the northeast corner of Ogden Avenue and La Grange Road and 13,000 square feet within the residential building immediately to the east) will be developed as part of the La Grange Place project. Metro's TIA had assumed 30,000 square feet of specialty retail use (Land Use Code 814 in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*). The ITE definition of specialty retail is "generally small strip shopping centers that contain a variety of retail shops and specialize in quality apparel, hard goods, and services such as real estate offices, dance studios, florists and small restaurants." Our primary concern with the use of the trip generation rates for specialty retail is that these rates are relatively low when compared with that of a larger single retail use, such as a specialty grocer (i.e., Whole Foods, Caputo's, Wild Oats, Garden Fresh, etc.), that could lease the entire corner location. The specialty retail trip generation rates are also lower than that of a high-turnover (sit-down) restaurant or two that could lease some or all of the remaining retail space within the residential buildings. For instance, a supermarket of 25,000 square feet would generate almost four times the number of peak-hour vehicle trips as the specialty retail use estimated in Metro's TIA. Even a pharmacy/drugstore without a drive-through lane would generate 2-3 times more peak-hour vehicle trips. Restaurants in the remaining space could generate almost three times more peak-hour traffic per 1,000 square feet of floor area than a specialty retail use. If the end users of this retail space are presently unknown, more conservative land use categories should be utilized for trip generation and traffic analysis purposes.
4. Parking for the retail space appears to be on grade between Building B and the west property line. Based on the June 21, 2007 site plan, the total number of parking spaces provided for the retail uses is 121 or 3.70 spaces per 1,000 square feet. The La Grange Zoning Code requires 4.0 spaces per 1,000 square feet for retail trades, which results in a parking requirement of 132 spaces. More importantly, however, is that national parking demand data, as published in ITE's Parking Generation report (3rd Edition), indicates average peak parking demands of 4.36 to 4.75 spaces per 1,000 square feet for suburban supermarkets on a weekday and Saturday, respectively. High-Turnover (sit-down) restaurants in suburban environments have much higher average peak parking demand ratios, on the order of 10.1 to 13.5 spaces per 1,000 square feet for weekday and Saturday conditions, respectively. By comparison, the La Grange Zoning Code requires 15.4 spaces per 1,000 square feet for eating and drinking places.

The concern is that the leasing of the retail space to a specialty grocer and/or restaurant(s) could result in the site being significantly under-parked. As an example, Village staff reports that the parking lot at the La Grange Crossing shopping center at the southeast corner of the La Grange Road/Ogden Avenue intersection is full utilized, at times, due to the types of users that have leased space in the center. If the retail parking demand at La Grange Place exceeds

5-A.63

the parking capacity, there will be no convenient parking overflow areas that do not impact adjoining businesses along La Grange Road or the commuter parking/park facilities. The parking spaces in the Village parking lot to the east of Building B will likely be converted to commuter (decal) parking on weekdays (2:00 A.M.-11:00 A.M.) when the current commuter parking lot along the west side of the ballfields is dedicated to the Park District of La Grange. As such, the quantity of available parking to accommodate the potential parking overflow from La Grange Place is unknown. Furthermore, the convenience of these parking spaces to Retail Building C is questionable as the spaces are over 500 feet to the east of Building C. If the user(s) of the La Grange Place retail space cannot be identified at this stage, particularly for retail building C at the corner of the La Grange Road/Ogden Avenue intersection, it may be prudent for the Village to withhold final approval of building C until a tenant is secured to insure on-site parking is sufficient to accommodate the tenant demand.

5. In the TIA, Metro has assigned all site traffic from the west on Ogden Avenue and south on La Grange Road to enter the site via Shawmut Avenue and Locust Avenue. We concur with this assignment. However, Metro has assigned all exiting site traffic oriented to the west and south solely to Locust Avenue and the right-in/right-out (RIRO) driveway on Ogden Avenue, with no left-turn exiting movements assigned to Shawmut Avenue.

Traffic making right-turn movements to exit the site from the RIRO driveway and desiring to travel south on La Grange Road must cross the two westbound through lanes to reach the left turn lane. The RIRO driveway will be located approximately 300 feet east of La Grange Road. However, the existing and future westbound vehicle queues, at times, extend well over 400 feet during the peak hours, beyond the RIRO driveway, which will make this cross-over maneuver difficult during the peak hours. As a result, some of these westbound and southbound motorists are likely to attempt to turn left onto La Grange Road from Shawmut Avenue.

Metro's site traffic assignments for exiting traffic oriented to the east on Ogden Avenue has all retail traffic bypassing an opportunity to exit the site at Shawmut Avenue, which is projected to operate at level of service B, and driving around the apartment buildings and through the Village parking lot to make a left turn onto Ogden Avenue from Locust Avenue. This left turn movement onto Ogden is projected to operate at LOS F under stop sign control upon completion of the La Grange Place development.

6. We agree with the conclusion that long vehicle queues at the intersection of La Grange Road and Ogden Avenue will worsen in the future without significant improvements. Southbound vehicle back-ups on La Grange Road are projected to extend back to Shawmut Avenue in the evening peak hour. Certainly the recommendation for a dedicated westbound right-turn lane on Ogden Avenue, together with traffic signal optimization, will help to improve intersection operations.
7. It is our opinion that operational issues at the La Grange Road/Ogden Avenue intersection should not extend to the access drives serving the site. It is important that site ingress/egress be designed as safely and efficiently as possible so as to accommodate the development's

5-14-64

traffic demands and not create adverse impacts to traffic flow on La Grange Road and Ogden Avenue and the La Grange Road/Ogden Avenue intersection. As such, we recommend the following:

- Widening of Ogden Avenue, from La Grange Road to Locust Avenue, to provide a separate eastbound left-turn lane at Locust Avenue. Since Ogden Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT), this improvement will need to be reviewed by them to determine what they will require. We disagree with Metro's conclusion (contained in their August 14, 2007 memorandum) that a left-turn lane is not needed due to the limited number of eastbound left-turn movements on Ogden Avenue. The TIA indicates that 55 eastbound left-turn movements will occur during the PM peak hour under 2014 total traffic conditions, and these 55 vehicles will be opposed by 1,045 westbound through and right-turning vehicles. Per IDOT guidelines (Figure 36-3G from the BDE Manual), a separate left-turn lane is justified.
- The realignment of Locust Avenue and its intersection with Ogden Avenue will be on a slope and should be analyzed for safe sight distance to the east and west on Ogden Avenue. We concur with the recommendation for the two exit lanes at this location.
- Re-striping of the existing pavement on LaGrange 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. This improvement would entail the removal of approximately five parking spaces on the west side of LaGrange Road just south of Brewster Lane. These are the only curb parking spaces permitted on LaGrange Road north of Ogden Avenue and should be prohibited to enhance both roadway capacity and safety. The businesses located adjacent to these parking spaces appear to have adequate off-street parking available to the side and rear of their buildings, as well as along Brewster Avenue immediately north of these properties.
- The improve egress from the site and the La Grange Tower retirement home, the developer should pursue signalization of the La Grange Road/Shawmut Avenue intersection with IDOT. While it is understood this intersection is only 400-500 feet north of the signalized intersection of La Grange Road/Ogden Avenue, the access constraints of the site lend themselves to remediation via signalization. Furthermore, this signal spacing is not too dissimilar to the signal spacing between Harris Avenue and Cossitt Avenue to the south of the site. A signal at La Grange and Shawmut would draw exiting site traffic away from the unsignalized Ogden Avenue/Locust Avenue intersection. Furthermore, the use of more conservative trip generation rates for the retail land uses on the La Grange Place site would result in higher traffic volumes utilizing the La Grange Road/Shawmut Avenue intersection, which would increase the likelihood that signal warrants would be satisfied.
- The proposed right-in/right-out drive on Ogden Avenue should be designed to meet IDOT standards. (See existing Beacon Avenue design at Ogden Avenue.)

8. Metro's TIA indicates the desirability of extending and connecting Shawmut Avenue to Locust Avenue. We concur that this is a valuable connection for efficient internal site circulation and to provide multiple opportunities for traffic to enter and exit the site. The TIA also notes the potential use of this connection as a shortcut for through traffic on Ogden Avenue and La Grange Road. Metro has recommended use of traffic calming features, such as a traffic circle and/or on-street parking on Shawmut Avenue to discourage cut-through traffic. While the site plan does depict parallel and 90-degree parking on Shawmut, the only traffic calming device shown on the plan is one speed hump near the west end of Shawmut.
9. Metro's TIA also does not indicate use of Locust Avenue and adjacent parking areas as being used by commuters (decal parking), which in turn adds to the pedestrian crossing activity on Ogden Avenue. We recently observed 85 parkers in this lot on a weekday afternoon. The Village parking area will also most certainly be used at times by the Park District and could add traffic to Locust Avenue, as well as Shawmut Avenue, which could further increase the likelihood that signal warrants would be satisfied at La Grange Road/Shawmut Avenue. We agree that the Ogden Avenue/Locust Avenue intersection will not meet signal warrants.
10. Collision reports provided from IDOT's Division of Traffic Safety and the Village of La Grange Police Department indicate there have been 7 reported accidents at the Ogden Avenue/Locust Avenue intersection between 2002 and 2006, one of which was an eastbound rear-end collision that could have been prevented with the presence of a separate eastbound left-turn lane. Similarly, there have been 9 reported accidents at the La Grange Road/Shawmut Avenue intersection between 2002 and 2006, one of which was a rear-end collision that could have been prevented with the presence of a separate southbound left-turn lane .

Roadway and Pedestrian System Evaluation

Aside from the TIA prepared by Metro Transportation Group and recognizing the access limitations inherent in the La Grange Place site, the Village directed KLOA, Inc. to conduct a more comprehensive traffic evaluation of the roadway and pedestrian system surrounding the La Grange Place site with the intent to identify other means of access for this site to and from the east on Ogden Avenue. In addition, KLOA assessed the potential benefit of a pedestrian overpass of Ogden Avenue and recommended additional pedestrian safety features for the La Grange Road/Ogden Avenue intersection beyond those recommended in Metro's TIA. Lastly, KLOA evaluated the potential to improve traffic safety at the Ogden Avenue/Burlington Avenue intersection.

Roadway System Serving La Grange Place Site

The La Grange Place site will be accessed from Ogden Avenue (via Locust Avenue) and La Grange Road (via Shawmut Avenue). Due to heavy traffic volumes on both Ogden Avenue and La Grange Road, and the vehicle queues that extend back from the intersection of these two roadways, traffic making left-turns to exit the site during the peak times of the day will experience lengthy delays, as noted in Metro's TIA. This particularly affects residents and retail patrons and employees, as well as Gordon Park and commuter lot users, oriented to the east on

Ogden Avenue. According to Metro's TIA, approximately 30 percent of the La Grange Place traffic will approach from the east and depart to the east on Ogden Avenue (approximately 450 vehicles per day each way). Eastbound traffic exiting the site at Locust Avenue has no other recourse but to wait for a gap on Ogden Avenue, or wait for a gap on La Grange Road if exiting the site from Shawmut Avenue.

The extension of Shawmut Avenue east to the Gordon Park parking lot, to be completed as part of the La Grange Place development, will improve site circulation and permit retail-generated traffic to exit the site to the east on Ogden Avenue via Locust Avenue, if desired. The Shawmut extension will also permit residential traffic that parks beneath the building to bypass the La Grange Road/Ogden Avenue intersection to travel north on La Grange Road. However, the extension of Shawmut Avenue will not improve access to the east on Ogden Avenue.

KLOA performed a conceptual evaluation of various roadway extension alternatives that would provide alternate means for La Grange Place traffic to travel east on Ogden Avenue without having to make a left turn onto Ogden Avenue from Locust Avenue. Five alternatives were evaluated, as shown in Figure 1 and discussed below.

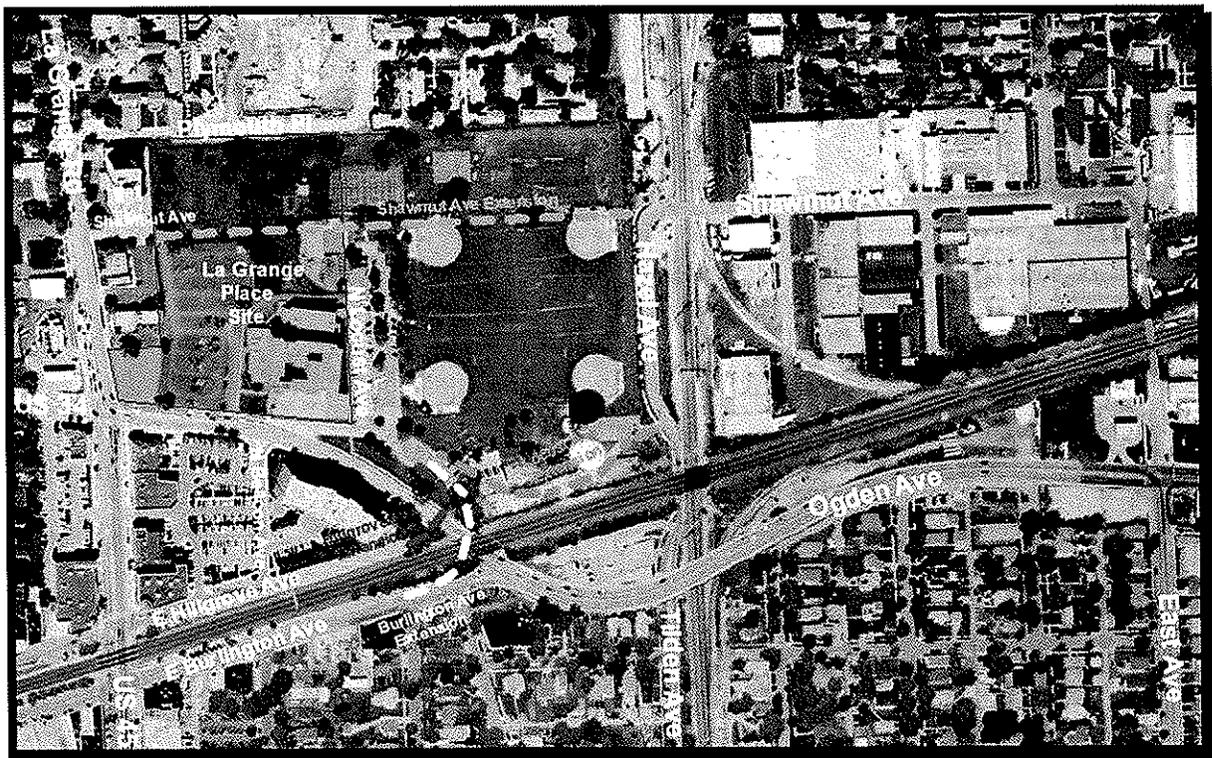


Figure 1
Potential Roadway Extension Alternatives

5-14-67

1. Shawmut Avenue Extension to Hazel Avenue. This alternative includes the easterly extension of Shawmut Avenue from its future intersection with Locust Avenue at the northeast corner of the La Grange Place site to Hazel Avenue (at Shawmut Avenue). The approximately 700-foot long extension would traverse Gordon Park, separating the ball fields from the tennis courts. This extension, which could be designed with parking along one or both sides of the street, would provide the most direct east-west linkage between the northeast section of the Village (north of the BNSF Railroad) and La Grange Road, offering a parallel alternative to Ogden Avenue to travel to and from the east. Except for the use of the one-lane Hazel Avenue/Tilden Avenue underpass of the railroad, this section of the Village is disconnected from the rest of the Village without having to use La Grange Park or Brookfield streets. So the Shawmut extension would also improve local east-west accessibility for this northeast portion of the Village. This extension would also provide a vehicular linkage between Gordon Park's parking lot and the area of the Village to the south of the railroad/Ogden Avenue and east of La Grange Road, via the Hazel Avenue/Tilden Avenue underpass. This could draw some north-south traffic away from the more heavily traveled La Grange Road.

It should be noted, however, that there are no east-west collector roadways in the Village that extend from Hazel Avenue to the next crossing of the railroad to the east at Maple Avenue in the Village of Brookfield (see Figure 2), which intersects with Ogden Avenue to the south of the railroad. Eastbound traffic must use Shawmut Avenue, a local industrial street, to Kemman Avenue to Southview Avenue, a narrow one-way eastbound street in Brookfield that is industrial on the south and residential on the north, to Maple Avenue. Westbound traffic must use Fairview Avenue or Grant Avenue, both local residential streets in the Village of Brookfield, to travel from Maple Avenue to Kemman Avenue to reach Shawmut Avenue. In short, there is no efficient east-west route to Ogden Avenue that does not impact residential areas and residential streets in the Village of Brookfield. In addition, a road extension through Gordon Park that connects with an industrial area is likely to draw truck traffic through the park and the La Grange Place development to travel between the industrial area and La Grange Road.

Our conclusion is an extension of Shawmut Avenue through Gordon Park is a less desirable, and likely unpopular, alternative that would draw unwanted truck traffic through the park and the La Grange Place site.

2. Locust Avenue Extension to Hazel Avenue. This alternative includes the easterly extension of Locust Avenue along the south edge of Gordon Park to Hazel Avenue near the water tower. The alignment of this road would traverse the existing commuter parking lot on the south side of the park and a maintenance area between the railroad and water tower. The extension would intersect Hazel Avenue near the driveway to the water tower parking lot. This approximately 600-foot long alternative would provide a slow, winding easterly outlet for the La Grange Place development as an alternative to turning left on Ogden Avenue. This alternative would also be of benefit to La Grange residents residing to the south of the railroad/Ogden Avenue and east of La Grange Road as they could use the Hazel Avenue/Tilden Avenue underpass to reach the park, commuter lot and La Grange Place

Our conclusion is an extension of Locust Avenue along the south edge of Gordon Park to Hazel Avenue would not attract much use by La Grange Place residents, employees and patrons and would not provide a very effective solution to improving access to eastbound Ogden Avenue from the La Grange Place site. Rather, it would mostly be utilized, on a limited basis, by very local traffic oriented to and from the park and commuter lot. Furthermore, the extension would have the unfavorable affect of increasing traffic through the residential areas of Brookfield (i.e., Southview Avenue and Fairview Avenue).

3. Hillgrove Avenue Extension to Locust Avenue. This alternative would include the northeasterly extension of Hillgrove Avenue over Ogden Avenue and connecting with Locust Avenue. The Hillgrove overpass concept was developed in 2000 by Heuer and Associates, but with the intent to connect with a future parking garage on the site of the existing commuter parking lot. The intent of this current alternatives analysis is to provide a secondary outlet to the east for the La Grange Place property, Gordon Park, and the commuter parking lot adjacent to Gordon Park, as an alternative to having to make left-turns from the site onto Ogden Avenue from the stop sign controlled intersection at Locust Avenue. The Hillgrove Avenue overpass would require site traffic to make a large loop from the site to Hillgrove Avenue to Beacon Avenue through the La Grange Crossing shopping center parking lot to travel eastbound on Ogden Avenue. Without the benefit of connecting to a public parking garage, we estimate that the Hilgrove Avenue extension/overpass would receive little use by La Grange Place residents, patrons and employees. It may draw some traffic from the downtown area to the park and commuter parking lot, but based on the parking spaces available in the park and commuter lot, the traffic volumes using this overpass would likely not justify its expense.

Our conclusion is a Hillgrove Avenue overpass would be a costly improvement for the limited number of vehicles that are likely to use it. However, if a large commuter parking option (lot or garage) is developed in the future on the north side of Ogden Avenue, this overpass may provide a more heavily utilized, cost-effective means of access to the facility.

4. Burlington Avenue Extension to Locust Avenue. This alternative would include the northeasterly extension of Burlington Avenue from Ogden Avenue west to connect with Locust Avenue. The Burlington Avenue extension would create a fourth leg to the existing Ogden Avenue/Burlington Avenue intersection and would require the widening of the BNSF Railroad underpass to align the two legs of Burlington Avenue at a more perpendicular angle at Ogden Avenue and to increase sight distance at the intersection. The four-leg intersection would need to be traffic signal controlled. This alternative would also achieve the objective of providing a secondary outlet to the east (on Ogden Avenue) for the La Grange Place property, Gordon Park and commuter parking lot as an alternative to having to make left-turns from the site under stop sign control at Locust Avenue. This alternative would also improve access to Gordan Park from the residential areas to the south of Ogden Avenue and east of La Grange Road and provide an alternative to using the Tilden Avenue/Hazel Avenue underpass.

Our conclusion is that this alternative is worthy of further study. The study would consist of a two-phase approach. The first phase would be conducting inquiries with IDOT on the possibility of signalizing the Burlington Avenue/Ogden Avenue intersection. If this concept is received positively, the second phase would be determining the cost implications and engineering feasibility of widening the BNSF Railroad underpass and realigning Burlington Avenue with Locust Avenue.

5. East Avenue Extension to Shawmut Avenue. Conceptually, a northern extension of East Avenue beneath the BNSF Railroad tracks to Shawmut Avenue, combined with a Shawmut Avenue extension across Gordon Park to La Grange Road, would appear to provide a couple of very desirable north-south and east-west linkages in the La Grange roadway system. The East Avenue underpass would provide industrial traffic direct access to the arterial roadway system via Ogden Avenue and East Avenue, reducing the traffic activity on the Brookfield residential streets. The underpass would also connect to Kemman Avenue, a north-south collector roadway that extends along the border of La Grange Park and Brookfield and continues north to 31st Street, an east-west arterial street through both communities. In combination with an eastern connection to the La Grange Place site, via an extension of Shawmut Avenue or Locust Avenue, an easterly connection to Ogden Avenue can be developed without having to traverse the Brookfield residential streets between East and Maple avenues.

However, based on field observations, without benefit of a topographic survey and vertical elevations, it appears from the grade of the rail lines that it would be difficult to achieve the required vertical clearance for a road underpass that could accommodate both cars and trucks while maintaining access to the businesses that adjoin East Avenue, both to the north and south of the railroad. In addition, on the north side of the railroad, East Avenue only extends for approximately 275-feet before making a 90-degree turn onto Shawmut Avenue.

Our conclusion is that an East Avenue underpass of the railroad would be of benefit to the northeast section of the Village of La Grange, as well as the adjoining residential areas of La Grange Park and Brookfield, regardless of whether a connection is provided to the La Grange Place development and Gordon Park. However, this concept would also attract a significant amount of north-south auto and truck traffic that currently travels the East Avenue-to-Ogden Avenue-to-La Grange Road route through the residential areas of La Grange Park and Brookfield that adjoin Kemman Avenue. This concept should be properly explored, with appropriate topographical surveys of the adjoining land area, to determine its feasibility, cost and impacts to adjoining businesses. These adverse impacts would likely far exceed the impacts from the limited amount of traffic that currently uses Southview Avenue and Fairview Avenue to travel to and from the east on Ogden Avenue (via Maple Avenue).

Ogden Avenue / Burlington Avenue Intersection Improvements

Peak hour traffic counts were conducted at the intersection of Ogden Avenue and Burlington Avenue on Wednesday, August 15, 2007. The traffic counts are summarized in Figure 3. In addition, traffic collision histories at this intersection have been provided by IDOT and the La Grange Police Department for the period between 2002 and 2006 and have been reviewed. The

5-A.71

traffic volume data indicates a heavy westbound left-turn movement from Ogden Avenue to Burlington Avenue (i.e., 133-225 vehicles per hour). Due to significant sight distance limitations and the acute angle that Burlington Avenue intersects with Ogden Avenue, eastbound left-turn movements from Burlington to Ogden are prohibited.

The collision histories indicate that 117 traffic accidents have been recorded at this intersection between 2002 and 2006. Of these, 27 collisions are of the type that would be correctable by the presence of a separate westbound left-turn lane on Ogden Avenue (i.e., rear-end or sideswipe type collisions) and 11 are of the type that would be correctable by the presence of a traffic signal at this location (i.e., turning/angle collisions).

There may be sufficient pavement width to stripe a separate westbound left-turn lane on Ogden Avenue, which would reduce the potential for rear-end collisions. If the current pavement width is not sufficient, it could be provided with the BNSF Railroad overpass widening discussed in Alternative 4 above. Furthermore, based on FHWA and IDOT criteria contained in the *Manual on Uniform Traffic Control Devices*, a traffic signal may be warranted at this intersection based on the heavy left-turn conflicts and collision history. The nearest traffic signal controlled intersections on Ogden Avenue are at La Grange Road, approximately 1,100 feet to the west, and at East Avenue, approximately 1,750-feet to the east. Based on IDOT criteria, the intersection spacing may be sufficient for the introduction of a new signal-controlled intersection at this location.

The signalization of this intersection would permit left-turn movements to be safely made from Burlington Avenue, which would provide another option for Village residents located south of Ogden Avenue and east of La Grange Road to access the La Grange Place site, Gordon Park and the commuter parking lot. The signalization of the Ogden/Burlington intersection, if combined with a separate westbound left-turn lane, would also permit westbound left-turn movements on Ogden Avenue to be made under protected signal phasing, meaning eastbound Ogden Avenue traffic would be stopped during the westbound left-turn phase. This would reduce the potential for right-turn/angle collisions. A traffic signal at this location would also create more gaps in the traffic flow on Ogden Avenue that could be used by motorists exiting the La Grange Place site from Locust Avenue.

In addition, if a traffic signal were approved at this intersection, the potential exists to develop a fourth leg to the intersection that would directly connect with Locust Avenue, the La Grange Place site, Gordon Park, and the commuter parking lot, as discussed in Alternative 4 above. This fourth leg would make use of some of the existing Burlington Avenue right-of-way that remains to the east of Ogden Avenue. The fourth leg to this intersection would only be of value if the Ogden/Burlington intersection was signalized, which would also provide the benefit of improved pedestrian access to Gordon Park if the pedestrian bridge over Ogden Avenue is not pursued.

Our conclusion, as noted in the discussion of Alternative 4 above, is to pursue the improvements to this intersection in a two-phase manner. The first phase would consist of discussions with IDOT concerning the possibility of signalizing the Burlington Avenue/Ogden Avenue intersection. If this concept is received positively, the second phase would be determining the

5-A.12

cost implications and engineering feasibility of widening the BNSF Railroad underpass and realigning Burlington Avenue with Locust Avenue, including the provision of a separate westbound left-turn lane on Ogden Avenue if one cannot presently be provided.

Pedestrian Overpass of Ogden Avenue

Metro Transportation Group's June 22, 2007 and August 14, 2007 memorandums recommend the installation of a pedestrian overpass of Ogden Avenue along the north side of the BNSF Railroad bridge between Gordon Park and Hillgrove Avenue. Our observations of parking activity in the commuter parking lot and the Gordon Park lot to the south and west of the park indicate usage of these lots at midday of a typical weekday to range from 80-85 cars. It is assumed those parking in the commuter lot were destined to the train station.

The pedestrian overpass would primarily serve to connect the La Grange Place development and commuter parking lot to the Metra platform along Hillgrove Avenue and the La Grange Crossing shopping center. It would also provide a grade-separated pedestrian connection to Gordon Park for condominium residents on Beacon Avenue and residents living south of Burlington Avenue. However, the location of the two La Grange Place residential buildings are actually closer to the La Grange Road/Ogden Avenue intersection than to the proposed location of the pedestrian overpass. As such, many residents of the development may choose to take the shorter path (1,100 feet vs. 1,500 feet) to the train station by crossing Ogden Avenue at the La Grange Road intersection rather than using the pedestrian overpass.

While the pedestrian overpass would be of great value to Gordon Park users residing just south of Ogden Avenue, based on the current usage of the commuter parking lot and the location of the La Grange Place residential building, it appears that the pedestrian overpass would be an expensive facility for the use it would likely receive. However, if combined with a larger commuter parking facility constructed on the north side of Ogden Avenue in the future, this pedestrian overpass would have significantly more value for the community.

Additional Pedestrian Improvements at the La Grange Road/Ogden Avenue Intersection

Metro's TIA recommends a series of improvements to the La Grange Road/Ogden Avenue intersection to improve pedestrian safety and KLOA concurs with all of them. These improvements include the re-striping of the crosswalks, replacement/relocation of the stop bars, and installation of pedestrian countdown signals on all approaches.

The crosswalks should be re-striping with wide white longitudinal lines (i.e., zebra striping) for maximum visibility, similar to the current crosswalks at this intersection. The corners of the intersection should be outfitted with ADA sidewalk ramps with detectable warning devices (textured red sidewalk pavement at curb). An optional feature would be the installation of bollards at the corners of the intersection to provide greater protection to pedestrians waiting to cross the street and to provide separation between the pedestrian and vehicular traffic.

Staff indicates that pedestrians presently experience difficulty crossing the 5-lane cross-section of La Grange Road and Ogden Avenue (6 lanes on the south approach of La Grange Road) in the

5-A-73

time allocated by the pedestrian signals. Recognizing this concern, it is recommended that a corner island be installed on the east approach of Ogden Avenue when the right-turn lane is constructed as part of the La Grange Place project. The corner island, which would be located between the right-turn lane and through lanes on Ogden Avenue, would provide a refuge area for pedestrians that would shorten the crossing distance on the east approach. It should be recognized that the installation of a corner island will require the corner radius at the northeast corner of this intersection to be significantly increased (i.e., to at least 50 feet), which will also improve turning maneuvers by the high volumes of heavy truck traffic that travel between Ogden Avenue and La Grange Road and lessen the potential for these trucks will roll over the corner curbing and sidewalk.

Conclusions

Based on the findings from our review of Metro Transportation Group's Traffic Impact Analysis for the La Grange Place development and our evaluation of the roadway and pedestrian system serving the La Grange Place site, the following summarizes our findings and recommendations.

With respect to Metro's La Grange Place TIA:

- The site traffic assignments in the TIA should reflect the likelihood that some traffic will turn left from Shawmut Avenue to La Grange Road.
- Gap studies should be performed at the Ogden Avenue/Locust Avenue and La Grange Road/Shawmut Avenue intersections to determine the availability of acceptable gaps in the flow of traffic to accommodate left-turning maneuvers from the site.
- If the end users of the La Grange Place retail space are unknown, more conservative land use categories than Specialty Retail (ITE Land Use Code 814) should be utilized for trip generation and traffic analysis purposes, such as specialty grocer, shopping center and/or quality restaurant categories.
- Parking for the retail space could be inadequate if a specialty grocer or restaurant(s) lease the retail space. The Village Zoning Code requires 15.4 spaces per 1,000 square feet for eating places. Parking overflow would impact the parking availability for adjacent businesses along La Grange Road and for Gordon Park users. The applicant should make appropriate provisions in the plan to better accommodate the potential parking demand from the retail tenants or establish conditions as to the type of users that may lease the retail space. Alternatively, if the applicant is not favorable to setting conditions on the users of the retail space, even though the user(s) may be unknown at this time, it may be prudent for the Village to withhold final approval of building C until a tenant is secured to insure on-site parking is sufficient to accommodate the tenant demand.
- KLOA concurs with the applicant's recommendation to install a dedicated westbound right-turn lane on Ogden Avenue at La Grange Road, together with traffic signal optimization.

- The applicant should engage in discussions with IDOT on the need to widen Ogden Avenue to provide a dedicated eastbound left-turn lane at Locust Avenue.
- The existing pavement on LaGrange Road should be re-stripped 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.
- The applicant, together with the Village, should pursue signalization of the La Grange Road/Shawmut Avenue intersection to improve egress from the site and the La Grange Tower retirement home. The use of more conservative trip generation rates for the retail land uses on the La Grange Place site, combined with the reassignment of some site traffic to the La Grange Road/Shawmut Avenue intersection, would result in higher traffic volumes through this intersection, which would increase the likelihood that signal warrants would be satisfied.
- The proposed right-in/right-out drive on Ogden Avenue should be designed to meet IDOT standards.
- The realignment of Locust Avenue and its intersection with Ogden Avenue will be on a slope and should be analyzed for safe sight distance to the east and west on Ogden Avenue.
- KLOA concurs with the recommendation for the two exit lanes on Locust Avenue at Ogden Avenue.
- The site plan should be modified to reflect the location and type of traffic calming devices to be used on Locust Avenue and Shawmut Avenue to discourage cut-through traffic, per the recommendations of the TIA.
- The TIA should acknowledge the additional traffic added to Locust Avenue by users of the Village-owned commuter (decal) parking lot and Gordon Park.
- KLOA concurs that the Ogden Avenue/Locust Avenue intersection will not meet traffic signal warrants and should continue to provide full-access under stop sign control (on Locust Avenue).

With respect to the roadway and pedestrian system evaluation, the following recommendations are offered to be furthered by the Village and/or La Grange Place developer.

- Improvements to the Burlington Avenue/Ogden Avenue intersection appear to provide the greatest benefit to (1) improving egress from the La Grange Place site to eastbound Ogden Avenue, (2) improving access between the La Grange CBD and Ogden Avenue, (3) increasing safety by reducing traffic collisions, and (4) improving pedestrian access to Gordon Park. These improvements would be pursued in a two-phase approach. The first phase would consist of discussions with IDOT concerning the possibility of signalizing the Burlington Avenue/Ogden Avenue intersection, which would enhance safety at this

intersection and provide gaps in the flow of traffic for La Grange Place traffic to use to exit the site at Locust Avenue. If this concept is received positively, the second phase would be determining the cost implications and engineering feasibility of widening the BNSF Railroad underpass and realigning Burlington Avenue with Locust Avenue, including the provision of a separate westbound left-turn lane on Ogden Avenue, if one cannot presently be provided, and crosswalks with pedestrian signals.

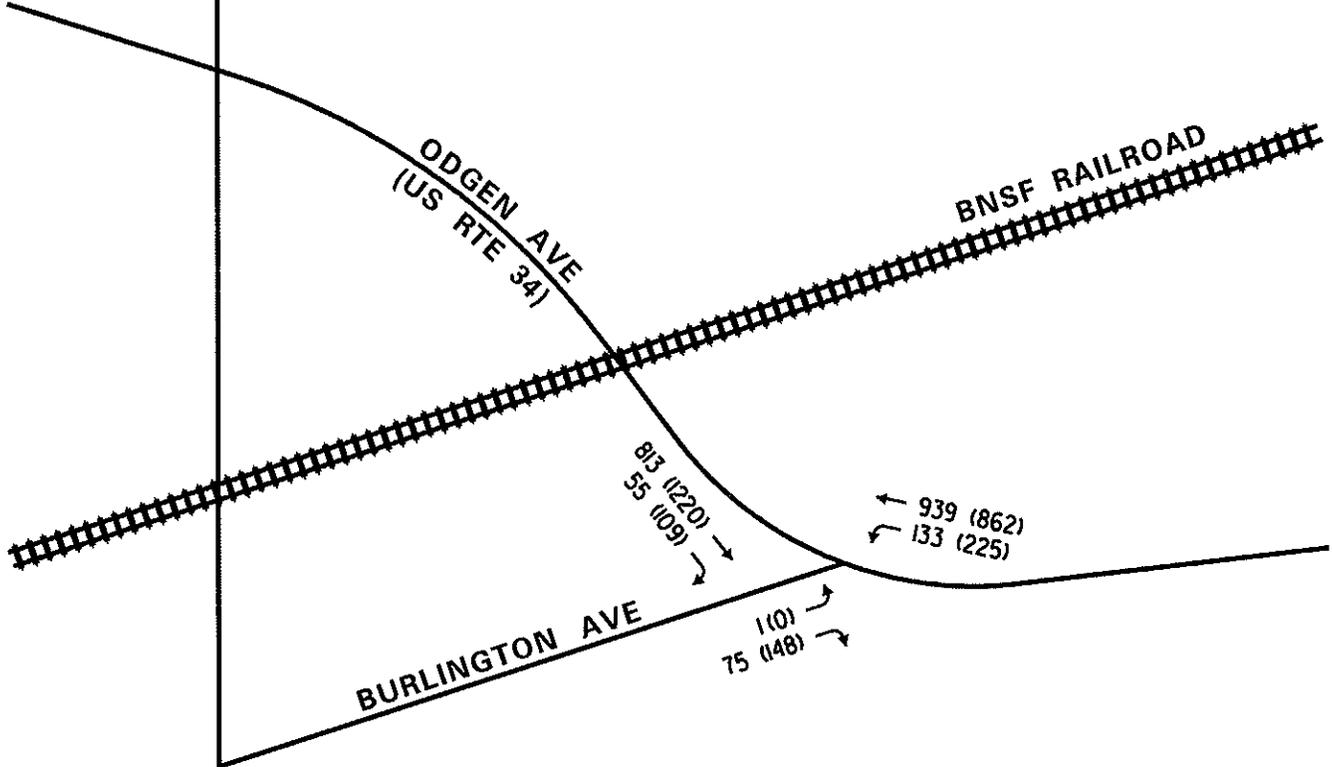
- The proposed pedestrian overpass of Ogden Avenue, depicted on the La Grange Place site plan, would provide a tremendous amenity and significant safety improvement for those pedestrians that must cross Ogden Avenue. It is our opinion that the overpass would be of greatest value to Gordon Park users residing just south of Ogden Avenue and that the number of pedestrians that will use this overpass will be relatively low due to the location of the La Grange Place development in proximity to the La Grange Road/Ogden Avenue intersection and the number of parkers in the commuter parking lot. As such, it would be an expensive facility for the use it will likely receive. However, if combined with a larger commuter parking facility constructed on the north side of Ogden Avenue in the future, this pedestrian overpass would have significantly more value for the community.
- Metro's TIA recommends a series of improvements to the La Grange Road/Ogden Avenue intersection to improve pedestrian safety including the re-striping of the crosswalks, replacement/relocation of the stop bars, and installation of pedestrian countdown signals on all approaches. KLOA concurs with all of these improvements. In addition, KLOA recommends the following additional pedestrian safety features for this intersection:
 - For maximum visibility, the crosswalk re-striping should consist of wide, white longitudinal lines (i.e., zebra striping), similar to the current crosswalks at the intersection.
 - ADA sidewalk ramps with detectable warning devices (textured red sidewalk pavement at curb) should be installed at all corner of the intersection.
 - Bollards can be installed at the corners of the intersections to provide greater protection to pedestrians waiting to cross the street and to provide separation between the pedestrian and vehicular traffic.
 - A corner island should be installed on the east approach of Ogden Avenue when the westbound right-turn lane is constructed as part of the La Grange Place project. The corner island, which would be located between the right-turn lane and through lanes on Ogden Avenue, would provide a refuge area for pedestrians that would shorten the crossing distance on the east approach. The corner island will require the corner radius at the northeast corner of this intersection to be significantly increased (i.e., to at least 50 feet), which will also improve turning maneuvers by the high volumes of heavy truck traffic that travel between Ogden Avenue and La Grange Road and lessen the potential for these trucks will roll over the corner curbing and sidewalk.

5-14-76

LA GRANGE ROAD
(US RTE 45)



NOT TO SCALE



ODGEN AVE
(US RTE 34)

BNSF RAILROAD

BURLINGTON AVE

83 (120)
55 (109)

1 (0)
75 (148)

939 (862)
133 (225)

LEGEND

00 - AM PEAK HOUR (7:00-8:00 AM)
(00) - PM PEAK HOUR (5:00-6:00 PM)

| | | |
|-------------------------------------|---|---|
| PROJECT: LA GRANGE, ILLINOIS | TITLE: EXISTING PEAK HOUR TRAFFIC VOLUMES | PROJECT NO: 07-195  FIGURE NO: 3 |
|-------------------------------------|---|---|

5-A.77

HEUER AND ASSOCIATES
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October 5, 2007

Mr. Patrick Benjamin
Director of Community Development
Village of LaGrange
53 South LaGrange Road
LaGrange, Illinois 60525

Re: Review of Preliminary Planning Documents
LaGrange Place Development Project
31 East Ogden Avenue, LaGrange, Illinois 60525

Dear Mr. Benjamin:

As requested we have reviewed the planning documentation presented by the developer and have prepared this report to offer comments and observations for your consideration. The developer's submittal presents the information in a binder format, with separate tabbed areas dedicated to various aspects for the project. Through the following we have presented our comments relative to each TAB section.

TAB 1: Architectural Perspective

The content of this tab section provides a rendered perspective view of the proposed development. We have no comments on this presentation.

TAB 2: Narrative Summary

This tab section of the documentation presents through narrative, the project area and the general scope of objectives for the development.

As noted the LaGrange Place development project will encompass various land areas owned by the Rich Port YMCA, the Park District of LaGrange, and the Village of LaGrange. The combination of these areas form a 8.604 acre re-development site as summarized in the following table. It should be noted that included in this area are the Shawmut Avenue and Locust Avenue public rights-of-way that will be encompassed by and largely improved by the project. Subtracting the rights-of-way, the taxable portion of the project would total about 7.102 acres. However, not reflected in this analysis is the area that will need to be dedicated to public use as part of the Ogden Avenue right-of-way. In this we note that the project narrative suggests that a 7 foot wide section of property will be dedicated to public use. Subtracting an estimated area for this dedication, the actual development area should total about 7.076 acres.

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| TABLE 1: Project Area Analysis | | | | | | | | |
|--------------------------------|-----------------|----|-------|----|------------------|----|-------|----|
| Property Area Description | PRE-DEVELOPMENT | | | | POST-DEVELOPMENT | | | |
| Park District Property | 155,993.89 | SF | 3.581 | AC | 0.00 | SF | 0.000 | AC |
| YMCA Property | 187,144.00 | SF | 4.296 | AC | 0.00 | SF | 0.000 | AC |
| Vacated Shawmut Avenue | 32,614.89 | SF | 0.749 | AC | 0.00 | SF | 0.000 | AC |
| Dedicated Shawmut Avenue | 1,650.00 | SF | 0.038 | AC | 34,264.89 | SF | 0.787 | AC |
| Dedicated Locust Avenue | 31,137.00 | SF | 0.715 | AC | 31,137.00 | SF | 0.715 | AC |
| Dedicated to Ogden Avenue | 0.00 | SF | 0.000 | AC | 1,130.00 | SF | 0.026 | AC |
| LaGrange Place Development | 0.00 | SF | 0.000 | AC | 308,238.33 | SF | 7.076 | AC |
| Total Re-Development Area | 0.00 | SF | 0.000 | AC | 374,770.22 | SF | 8.604 | AC |

Not reflected in this analysis are the perimeter areas that will be redeveloped or improved as part the project. In this we note that the project is expected to redefine the intersections of Locust Avenue and Ogden Avenue, LaGrange Road and Ogden Avenue, and Shawmut Avenue and LaGrange Road, and modify portions of the adjoining Gordon Park property. The re-development area associated with these project transitional areas remains relatively undefined at this time. The final site plans should encompass this transition work.

The narrative states that it will assist the Village in the reopening of Shawmut Avenue as a municipal street. The right-of-way will be primarily used as a parking area and a travel path for access to the properties within the development. As such it will have limited general public use, and could be regarded as a private street. However, since the residential properties will be occupied by future Village residents, the function of the roadway will serve common public use as in any other part of the community. The right-of-way will also likely provide access to the Park District facilities and contain municipal and public utilities. The roadway will need to be constructed to conform to appropriate municipal standards to ensure a reasonable service life. Village maintenance responsibilities for the parking areas located within the right-of-way should be evaluated.

TAB 3: Contextual Comprehensive Site Plan

The exhibit included in this section illustrates in conceptual form, the expected changes to the project area extending from LaGrange Road to Tilden Avenue. The plan illustrates potential changes to the park district property as well as within the development site. The concepts presented on the exhibit will greatly improve access to Gordon Park and the value derived by the public from this recreation space. The integration of a residential

5-A-79

development into the park land plan will also enhance the value of the residential properties, and the viability of the land development. Noted key features that are depicted on the exhibit include:

- I. the reconfiguration of the intersection of Locust Avenue and Ogden Avenue;
- II. the completion of a circulation drive between Ogden Avenue and LaGrange Road using Locust Avenue and Shawmut Avenue;
- III. the construction of a secondary circulation drive from Locust Avenue to Tilden Avenue using portions of the Hillgrove Avenue right-of-way, Park District property, and Village property;
- IV. the construction of speed tables at the pedestrian crossings of Shawmut Avenue and Locust Avenue to slow traffic movements within the main circulation drive;
- V. the construction of a pedestrian bridge over Ogden Avenue linking the central business district south of Ogden Avenue to the public spaces;
- VI. the construction of a pedestrian pathway around the perimeter of the park linking the parking areas, recreation areas, and offsite walkways;
- VII. the replacement of pavement area encompassing the existing Locust Avenue connection to Ogden Avenue with landscape surfaces creating a "triangle" park;
- VIII. the widening of Ogden Avenue to create a right-turn lane;
- IX. the relocation of the public sidewalk along Ogden Avenue to provide greater separation from the roadway pavement;
- X. reconfiguration of the Locust Avenue parking to provide landscape islands;
- XI. the installation landscape trees and other plant materials to enhance the public and private spaces.

TAB 4: Parcel Ownership and Transfer Exhibit

The exhibit included in this section conceptually highlights the various areas of the property that are being purchased from the YMCA and the Park District. It also identifies the property that will be exchanged between the Park District and the Village. A more specific and detailed plat will need to be provided in the form of a plat of subdivision indicating the development parcel areas, the right-of-way dedications, and easements.

TAB 5: Architectural Plan Exhibits

The exhibits included in this section provide preliminary details defining the parking and building configurations. A key feature of this development is the large parking area that will be located beneath the large residential buildings. This design takes advantage of the elevation differential for the property and the excavation volume that would otherwise

5-A-80

need to be filled when the YMCA building is demolished. The 416 enclosed parking stalls will be used by the residents of the apartment/condominium building. The surface parking will support the retail spaces and visitors to the residential units. The townhome area of the development appears to be self-sufficient, with garage parking and driveway surface parking. Overflow event parking will likely use the open spaces within Shawmut Avenue or within the development. Parking within the Shawmut Avenue corridor should be regulated as on any other municipal street with respect to overnight restrictions, snow removal, and use.

TAB 6: Architectural Elevation Exhibits

The exhibits included in this section provide illustrations depicting the vertical elevation views of the proposed buildings. It is noted that there are no elevation views for the garage sides of the town home units, which functions as a design as well as an aesthetic factor. No further comments have been prepared for this section.

TAB 7: Site Development Plan Exhibits

The plan exhibits included in this section depict some of the content required for the site planning documents. While organized, they are as expected for this preliminary submission, largely incomplete. The design content does not reflect many of the expected requirements of the development, that are deemed necessary to address the concepts provided on the architectural plans or necessary to provide the utilities and off-site improvements necessary to complete the transitions to the adjoining land surfaces, pavements, and infrastructure. Regardless, we have prepared the following comments on a plan sheet basis to detail certain observations relative to each plan sheet that will need to be addressed.

Plan Sheet C1.0 - Cover Sheet

1. No comments are offered for this plan sheet.

Plan Sheet C1.1 - General Notes

1. Pipe materials used for the construction of water main shall be manufactured from ductile iron (DI) conforming to ANSI A21.51 (AWWA C151), and fabricated with a Class 56 thickness in accordance with ANSI A21.50 (AWWA C150), tar seal coated and cement lined per ANSI A21.40, A21.51 (AWWA C104, C151), with rubber gasketed mechanical joint, push joint, or locking push joint construction, in

5-A-81

accordance with ANSI A21.11 (AWWA C111)

2. All water main installed as part of this project shall be polyethylene encased for corrosion protection. The polyethylene film encasement required for the ductile iron water main pipe installation shall have a 8mil minimum thickness and shall conform with ANSI A21.5-93 (AWWA C105). The encasement tube shall be installed and securely taped in accordance with manufacturers specifications. Damaged encasement tube shall be repaired with tape and/or a polyethylene tube patch in accordance with manufacturers specifications.
3. Reaction or thrust blocking shall be provided at each hydrant, valve, bend, tee, or other fittings where changes in pipe diameters or direction occur. In addition, ductile cast iron joint restraints or retaining glands shall be installed. The joint restraints shall be equal to the *Megalug* series 1100 restraints manufactured by EBBA Iron Sales.
4. Due to the proximity to potable water conduits, all poly-vinyl chloride (PVC) pipe materials used for the construction of the sanitary, storm, and/or combination sewer conduits on this project shall be pressure rated with elastomeric gasket "water main quality" joints conforming to ASTM D-3139, with pipe barrels conforming to ASTM D-2241. The pipe walls shall have a minimum standard dimension ratio rating (SDR) of 26 for pipe sizes 12 inches and smaller. For pipe sizes greater than 12 inches, the SDR rating shall be 25.
5. Sewer couplings used on this project shall be manufactured with a special elastomeric polyvinyl chloride material formulated for sewer applications. The flexible couplings shall be provided with stainless steel band clamps, designed to securely attach the coupling to the pipe segments, providing a positive seal against water infiltration. The coupling assembly shall conform to applicable portions of ASTM C443, C425, C564, D1869, and C1173. All flexible couplings shall also be provided with a stainless steel reinforcing band or shear ring to help maintain pipe alignment and prevent joint movement. The band shall be fully compatible with the coupling assembly being installed.
6. All manholes and drainage structures shall include flexible pipe couplings conforming to ASTM D923.
7. The standard notes of the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Local Sewer Section shall be included.

5-A-82

- 8 The "MANUAL OF PROCEDURES FOR THE ADMINISTRATION OF THE SEWER PERMIT ORDINANCE" of the Metropolitan Water Reclamation District of Greater Chicago, adopted September 3, 1970, and all revisions thereto, shall govern all sewer construction work performed under the MWRD permit issued for this project

Plan Sheet C1.2 - Routing Plan

1. This plan sheet, which is required by the MWRD, depicts the drainage route for surface drainage and sanitary waste water generated by the development. The drawing indicates that wet weather drainage will be routed to the MWRD deep tunnel system through a forty-two inch diameter connection to the existing junction structure discharging to the drop shaft located in Gordon Park. The dry weather flow will be conveyed by the combination sewer outlet extending east along Shawmut Avenue to the Village's Ogden Avenue outlet sewer.

Plan Sheet C2.1 - Demolition Plan - North

1. There is no plan content shown for this area of the site, and the sheet is considered to be unfinished. This plan sheet is missing any detail of the existing land surfaces that will be developed for the townhome portion of the development. The survey data should extend to 100 feet north and east of the development limits. It should also encompass the adjoining LaGrange Tower parcel to LaGrange Road. Survey data should encompass the right-of-way of LaGrange Road. The demolition sheet should indicate the removal of existing landscape materials and utilities that conflict with the planned construction.

Plan Sheet C2.2 - Demolition Plan - South

1. This plan sheet depicts the existing surveyed planometric data for the south portion of the site. The limits of the survey data should extend south and encompass the entire existing Ogden Avenue right-of-way. There are no demolition activities specified and the plan sheet is considered to be incomplete.

5-14-83

Plan Sheet C3.1 - Paving Plan - North

1. This plan sheet generally depicts the layout of the town homes and pavement surfaces. There is insufficient data detailing the materials, dimensions, and radii. The limits of the paving plan should extend to include the LaGrange Road corridor and the area located north of the property limits. The paving improvements for Shawmut Avenue should extend to LaGrange Road.

Plan Sheet C3.2 - Paving Plan - South

1. This plan sheet depicts the layout of the condominium and commercial buildings and pavement surfaces. There is insufficient data detailing the materials, dimensions, and radii. The limits of the paving plan should extend to include the Ogden Avenue and LaGrange Road corridors. Existing pavement marking should be depicted. The paving improvements extending along Ogden Avenue and along LaGrange Road should be detailed. The LaGrange Road improvements should extend to the north line of the corner commercial parcel
2. The paving improvements along Ogden Avenue should provide for a left turn lane within Ogden Avenue that will accommodate the left turns from east bound Ogden Avenue into the Locust Avenue driveway. Pavement marking defining the outbound right-turn, outbound left-turn, and inbound lane geometry for the driveway should be provided.

Plan Sheet C4.1 - Grading Plan - North

1. This plan sheet illustrates the configuration of the town homes and a portion of the Shawmut Avenue pavement. There is insufficient data detailing the grading for the area of the towhome development. The limits of the plan should also extend to include the LaGrange Road corridor and the area located north of the property limits. The grading plan should encompass Shawmut Avenue to LaGrange Road. The elevations shown along the Shawmut Avenue corridor suggest that the existing land surface will be filled by as much as 17 feet. The proposed surface elevation will impact the design for the town home structures which will meet this elevation. It will also require a steep transition into the park property. This change in elevation will be further examined as additional information is received.

2. The impact on the existing sewer and water utilities will need to be considered, as the increased depth will impose maintenance difficulties and could impact the old infrastructure. The replacement or rehabilitation of portions of this infrastructure may be required.

Plan Sheet C4.2 - Grading Plan - South

1. This plan sheet depicts the existing and some of the proposed grading for the of the condominium and commercial area of the development. Only schematic grading for much of this area has been developed. A 647.00 finished first floor elevation for the condominium buildings has been specified, and a corresponding basement garage entrance elevation of 632.00 is noted, suggesting a reasonable 15 foot differential. These target elevations appear reasonable for the site. The elevations for the west parking lot area are shown and appear compatible with perimeter surfaces. The parking lot transition to Ogden Avenue appears to be planned to blend and meet the elevation of Ogden Avenue. The existing elevation that is presently supported a concrete retaining wall will be excavated. The parking lot will generally be lower than the Ogden Avenue roadway elevation which will allow better driveway transition grading.
2. The elevations for the east parking lot are not complete. Existing elevation data should extend into Gordon Park. The Locust Avenue entrance drive appears to be planned to slope north which is consistent with existing topography. However, the drive appears to be designed to slope at a 7.2 percent gradient to overcome the 6 foot elevation differential. Measures required to reduce this gradient should be explored.

Plan Sheet C5.1 - Utility Plan - North

1. This plan sheet illustrates the configuration of utilities serving the townhome area and the displayed portion of Shawmut Avenue. The plan does not show a correct configuration for the existing Village utilities.
2. The plan should be updated to show the existing 12 inch main extending east from LaGrange Road to the project limits, and the transition to the existing 8 inch main that extends along the original Shawmut right-of-way crossing Gordon park. The existing main should be replaced with a new 12 inch main that would extend from the end of the existing 12 inch main to Locust Avenue

5-A-85

3. The dead end segments of 6 inch water main shown in the town home area should be eliminated. A loop segment shall extend along the north property line to intercept the dead end segments and interconnect with the new main in Shawmut Avenue.
4. The distribution main providing fire protection should be a minimum of 8 inches in diameter. Some of the segments of 6 inch main will need to be increased to 8 inches in diameter.
5. The sanitary sewer configuration appears reasonable. There are no elevations provided to confirm construction.
6. The storm water collection system is not detailed for this area.

Plan Sheet C5.2 - Utility Plan - South

1. This plan sheet illustrates the configuration of utilities serving the south area of the development. The planning depicted is incomplete.
2. The plan should show the extension of the 12 inch main along Locust Avenue from Shawmut Avenue to Ogden Avenue. An easterly segment of the main should extend across the park to connect to the 12 inch water main at the base of the water storage reservoir. The existing 6 inch main in Locust Avenue should be abandoned in this process
3. A precast concrete storm water detention reservoir manufactured by StormTrap Corp, is proposed beneath the west parking lot. Parking lot drainage and building roof drainage is expected to be routed through this structure. The storm sewer pipe system is not fully detailed. However a 15 inch storm drainage outlet is shown to extend east along Shawmut Avenue to Locust Avenue, then south along Locust Avenue toward Ogden Avenue. At the south end of the parking lot the sewer is shown to extend southeasterly and connect to an "existing 42 inch storm sewer stub".
4. A plan sheet will need to be prepared to illustrate offsite utilities. Including the storm sewer and water main construction. A new 42 inch storm sewer should be constructed from the deep tunnel junction structure near the water reservoir to Locust Avenue. A junction structure should be constructed at Locust Avenue to terminate this sewer segment and receive the storm sewer constructed from the

development site. All storm water is to be routed to this connection to the deep tunnel system. All sanitary waste flow is to be routed to the combination sewer in Shawmut Avenue. This is the basic drainage scheme depicted on plan sheet C1.2.

Plan Sheet C6.1 - Construction Details

1. This plan sheet illustrates various construction details that may or may not be relevant to this project. A review of a more complete plan will be required to ascertain the value of the details. We reserve comment on the plan details until that time.

Plan Sheet C6.2 - Construction Details

1. This plan sheet illustrates various construction details that may or may not be relevant to this project. A review of a more complete plan will be required to ascertain the value of the details. We reserve comment on the plan details until that time.

TAB 8: Contextual Site Plan & Details

The exhibits included in this section provide detail illustrations for certain landscape features identified on the Contextual Comprehensive Site Plan presented under TAB 3. The *Drop-Off Plan* detail depicts a transitional area for the use of Gordon Park. This feature will not work given the radical grading shown on Plan Sheet C4.1 under TAB 7. Such a provision will also require comment from the Park District as the feature may not be compatible with their plan for the Park. The Park Entry Plan detail provides a conceptual plan for landscaping and traffic speed control across the Locust Avenue entrance to Ogden Avenue. The crossing is planned to overlap a speed table feature. The design geometry and elevation of the speed table relative to the roadway will need to be examined. As noted under TAB 7 the Locust Avenue entrance will be sloped toward the speed table. Also we note that the configuration of the walkway should be re-examined to see if the walkway along Ogden Avenue can be combined with the speed table walkway. This would be desirable to eliminate the crossing at the busy three lane Locust Avenue entrance and to eliminate walkway duplication. The Pedestrian Bridge Plan provides a detail for a possible pedestrian bridge configuration. The detail illustrates a typical prefabricated truss bridge structure. A more imaginative and aesthetic design that complements the development and the Village should be proposed.

TAB 9: Fiscal Impact Analysis

5-A-87

The content of this Tab is a report prepared by Teska Associates on the financial benefits of the proposed development. We have no comment on this section.

TAB 10: Traffic Impact Analysis

The content of this Tab is a report prepared by the Metro Transportation Group outlining traffic observations, analysis, and recommendations. The observations and conclusions outlined in this report understate the significance of the traffic problem in the area and the need for the development to embrace a solution to enhance the appeal of the properties to prospective buyers. Regardless, we note that the project has incorporated improvements that will help address the traffic situation in this area.

The traffic study provided an assessment of traffic generated by the development and its ability to be accommodated by the public roadway system. While the existing roadway system will be able to accommodate the traffic, the development will need to make modification to facilitate traffic movements in and around the development.

Contrary to that stated on page 18, right turn movements at the LaGrange and Ogden Avenue intersection are considered to be critical as they account for a significant part of the capacity problems at this intersection. The volume of traffic currently attempting to turn right during peak periods cannot execute the turn during the allotted phase time, which obstructs thru lane travel, particularly along the northern west bound lane of Ogden Avenue. The proposed construction of the west bound Ogden Avenue right turn lane will help alleviate this situation. This will help reduce cut-thru traffic that presently occurs to avoid the intersection delay.

We concur with the construction of a three lane configuration of Locust Avenue at Ogden Avenue. A similar lane configuration should be constructed at the Shawmut Avenue intersection at LaGrange Road. The Ogden Avenue pavement should be widened and reconfigured to provide a left turn lane for east bound traffic access to Locust Avenue.

The pedestrian traffic generated by the development is expected to be much greater than that projected. The development is shown to have an adult occupancy of about 500 but only a walking commuter volume of 125 individuals and a peak hour volume of only 30 individuals. I believe that pedestrian traffic will be greater given the location of the development near the commuter railroad. The proposed pedestrian bridge, pedestrian walkways, and modifications to the signal system at LaGrange Road will aid in conveying the pedestrian traffic seeking to cross Ogden Avenue.

5-A-88

TAB 11: Market Feasibility Analysis

The content of this Tab is a report prepared by Tracy Cross Associates on the market feasibility for the proposed development. We have no comment on this section

TAB 12: Aerial Utility Relocation Diagram

The content of this Tab includes a diagram illustrating the location of aerial utilities that would have to be either eliminated and/or relocated. This is a critical aspect of the development since the development would not be feasible without the replacement and reconfiguration of the aerial utilities. In many locations the existing aerial facilities conflict with the planned use and development specifications of the Village. The aerial facilities are also regarded as an unsightly feature of the property that will detract from the appearance of the development. Given these general observations the relocation should provide for the following:

- The aerial cable system extending along Ogden Avenue presently conflicts with the safe use of the public sidewalk and offers a potential traffic hazard for motorists. The proposed construction of a right turn lane also directly conflicts with the aerial cable system. The conflict extends west of the LaGrange Road and Ogden Avenue intersection. To effectively eliminate this problem the aerial system must be reconfigured. The existing aerial system must be eliminated between the rear lot line of the properties located west of LaGrange Road to Locust Avenue. A functional replacement for this segment of the distribution grid should be constructed along Brewster Avenue.
- The aerial cable system extending north of Ogden Avenue along the west limit of the development site conflicts with the commercial building construction at the corner of Ogden Avenue and LaGrange Road. It also conflicts with the construction along the west limits of the development. This aerial system has been specified to be relocated below grade to correct these deficiencies. This power cable is noted to be fairly significant as serves properties located from the north village limits to Cossitt Avenue, and interconnects the primary power distribution grid in the area. Given our understanding of the power distribution system, the function of this cable system must be maintained. The relocation to a buried configuration will need to be planned to avoid conflict with the development while serving the needs of the region served.
- The aerial cable system located along Locust Avenue conflict with the parking lot

use and have been specified to be removed. The aerial cable system is no longer necessary to serve the Park District and lighting uses. A new service should be extended from the aerial power system extending along the north limits of the Village and as also defined by the north line of Gordon Park.

- Along the north Village limits the existing aerial utility system is specified to be maintained. This system serves properties in both the Village of LaGrange and the Village of LaGrange Park. Portions of the aerial system appear to be physically located within the Village of LaGrange Park. This system should be maintained in its current configuration, or as updated by the utility companies to serve the new development.
- A aerial cable system located along the north limits of the Village should be extended west across LaGrange Road and along Brewster Avenue to the rear lot line of the parcels located along LaGrange Road. The utility system extension should be extended below ground from the development site to the utility corridor located along the aforementioned properties situated west of LaGrange Road. This extension will functionally replace the cable segment that will be eliminated along Ogden Avenue, allowing power to be distributed from Brewster Avenue along the cable systems extending along the rear yard easement located west of LaGrange Road.

TAB 13: Residential Specifications

The contents of this Tab include general specifications and promotional literature for the proposed residential spaces. We have no comment on this section.

TAB 14: Prospective Retail Tenants

The contents of this Tab include a list of retail tenants being considered and a use restrictions. We have no comment on this section.

TAB 15: Application for Planned Development

The content of this Tab includes a copy of the development application submitted to the Village. We have no comment on this section.

5-A-90

In consideration of the preceding we offer the following summary of observations made in our review of the planning documentation.

1. The proposed development should offer a significant improvement in land use, replacing an obsolete and inefficient use with a more organized and tailored contemporary use, that should provide numerous benefits to the Village.
2. The proposed development will improve access to Gordon Park and increase utilization of the park facilities in this part of the community. The park has long been underutilized due to difficult access and its remote position relative to the core residential districts. The improvements will improve access to the Locust Avenue parking area and offer
3. The proposed development will improve travel efficiency along Ogden Avenue through the construction of the west bound right turn lane, the reconfiguration of the Locust Avenue and Ogden Avenue intersection, and the reconstruction of the driveway access. The reconstruction will improve safety and access for motorists accessing the park district and commuter parking areas. It has been recommended that the Ogden Avenue widening be extended so that a left turn lane is constructed to allow east bound Ogden Avenue traffic a safe turning lane to access the Locust Avenue entrance to the development, the park district facilities, and the commuter parking facilities.
4. The proposed development will provide a effective three-lane configuration for Locust Avenue at its intersection with Ogden Avenue. This will allow incoming traffic to operate with the least amount of delays and risk given the roadway circumstance. The three lane configuration should be formalize at the Shawmut Avenue and LaGrange Road intersection. The plans should encompass all required pavement improvements for existing Shawmut Avenue, east of LaGrange Road.
5. The proposed development will improve pedestrian access to the Gordon Park and commuter parking areas through the improvements planned for walkways and the signalized LaGrange Road intersections. Also of significance, is the planned construction of a pedestrian bridge over Ogden Avenue at Hillgrove Avenue, that will offer a safe travel route for pedestrians and cyclists accessing the park district, commuter parking, and development properties from the west.
6. The proposed development has proposed to use the existing water distribution

5-A.91

system in Shawmut Avenue for its supply. It has been recommended that a new twelve inch water main be extended from the elevated water storage reservoir to Shawmut Avenue to improve flow rates delivered to the project area. The water main would extend across Gordon Park to Locust Avenue, along Locust Avenue to Shawmut Avenue, and along Shawmut Avenue west to the existing twelve inch main located in Shawmut Avenue near LaGrange Road.

7. The development has proposed to use the existing combination sewer in Shawmut Avenue for the disposal of sanitary waste water. This is consistent with the plan for wastewater disposal in this area, as all wastewater must be routed east along Shawmut Avenue to the Village's existing wastewater conveyance outlet.
8. The development has proposed to construct a separate storm sewer from the development property to a sewer connecting to the deep tunnel connection structure located in Gordon Park. It has been recommended through this review that the project include the construction of a 42 inch diameter sewer from the connection structure in Gordon Park to Locust Avenue near Ogden Avenue. A storm sewer should be constructed north along Locust Avenue to collect all surface drainage from the development and the Locust Avenue parking surface area so that it is routed to the deep tunnel system rather than the combination sewer system.
9. The development has proposed the construction of a storm water detention system within the development site that will intercept surface drainage from the west parking area and the buildings. This facility is appropriate for this location as it will attenuate peak flows from this large area, will help balance flow rates released from the development site, and allow downstream sewers to be reduced in diameter. Due to elevation constraints, the detention system will not be able to serve the townhome portion of the development. The townhome area will drain directly to the storm sewer system connecting to the outlet installed in Locust Avenue and crossing Gordon Park.
10. The development has proposed to relocate and bury elevated utilities currently crossing the development area and adjoining right-s-of-way. The aerial utilities extending along Ogden Avenue between Locust Avenue and the west side of the Amoco property that is situated west of LaGrange Road shall be relocated to eliminate the conflicts with surface uses. The aerial cables located along Locust Avenue shall be eliminated. A new buried utility system shall extend south from the existing aerial utility system located along the north side of Gordon Park to serve portions of the development, Gordon Park, and the lighting system serving

5-A-92

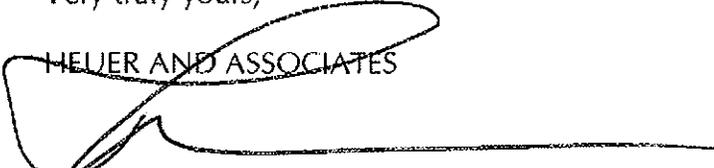
LaGrange Road and Ogden Avenue. The areal cable system serving the properties adjoining the west side of the development site shall be relocated to a buried position to serve these properties, and portions of the development. Finally the utility systems extending along the Gordon Park and the north Village Limits shall be extended west in buried conduit to the utility service corridor extending along the west side of the properties bordering the west side of LaGrange Road.

11. A plan for surface lighting within the development will be required. The lighting plan does not appear as part of the preliminary planning documents. It should be noted that a new lighting system for the Locust Avenue area will be required. A new lighting system for Ogden Avenue and LaGrange Road, north of Ogden Avenue, will also be required. Such system shall conform to Village requirements.

We hope that this review aids the consideration being given to this project by the Village. If you should have any questions, please feel free to call.

Very truly yours,

HEUER AND ASSOCIATES



Thomas A. Heuer, P.E.
Principal Engineer

5-A.93

GOODMAN WILLIAMS
GROUP
REAL ESTATE RESEARCH

October 4, 2007

Angela Mesaros
Assistant Community Development Director
Village of La Grange
53 South La Grange Road
La Grange, IL 60525

RE: Review of Market Study for La Grange Place

Dear Ms. Mesaros:

Goodman Williams Group has been retained by the Village of La Grange to review a market study prepared by Tracy Cross & Associates, Inc., entitled: ***An Analysis of the Market Potential for Residential Development –La Grange Place***. This study, dated August 13, 2007, evaluates the market potential for La Grange Place mixed-use planned development on the 7.79-acre site located at the northeast intersection of La Grange Road and Ogden Avenue. Formerly the site of the Rich Port YMCA, Atlantic Realty Partners is proposing a mixed-use development that would include:

- 298 multifamily rental units above a single-story parking garage
- 33,000 square feet of neighborhood retail space
- 37 row homes

The Village provided us with additional information on the proposed development submitted by the developer, Atlantic Realty Partners. This letter comments on the site plan, the proposed apartment rental rates and absorption forecast, and the list of retail prospects supplied by the developer.

The Site Plan

This site on the north side of downtown La Grange is well-suited for the proposed uses. (See Exhibit 1). The study points out all the attractions of the location, including its proximity to area employment centers, Metra service, and the restaurant and retail amenities in Downtown La Grange. The site itself enjoys excellent visibility and high traffic counts on both La Grange Road and Ogden Avenue. Managing vehicular and pedestrian circulation into and around the site is likely to pose several challenges that will need to be addressed.

5-A-94

- Ogden Avenue is a major barrier for pedestrians. A pedestrian bridge is proposed to cross Ogden Avenue east of the Beacon Place Condominium development. The proposed location of the bridge will provide an indirect route for La Grange Place residents using the train station or shopping at La Grange Crossing.
- From the viewpoint of the downtown retailers, residents of La Grange Place should be encouraged to walk to the corner of La Grange Road and Ogden Avenue so that they can proceed south on La Grange Road into the heart of the downtown.
- Adequate and visible surface parking needs to be provided for both Building C and the ground floor commercial space in Building A.

Unit Mix and Proposed Rents

The following is the unit mix and proposed rental schedule for the apartments at La Grange Place. The unit mix is heavily weighted toward one bedroom units, which comprise 54.7% of the total number of apartments.

| SUMMARY OF UNIT MIX AND RENTS | | | | | | |
|--------------------------------------|-----------------------|------------------------|-------------------------|------------------|---------------------|----------------|
| <u>Unit Type</u> | <u>Bedrooms/Baths</u> | <u>Number of Units</u> | <u>Percent of Total</u> | <u>Gross SF*</u> | <u>Monthly Rent</u> | <u>Rent/SF</u> |
| Studio | Studio | 4 | 1.3% | 582 | \$1,195 | \$2.05 |
| A1 | 1BR / 1B | 163 | 54.7% | 736 | \$1,395 | \$1.90 |
| B1 | 2BR / 2B | 64 | | 1,111 | \$1,795 | \$1.62 |
| B2 | 2BR / 2B | 33 | | 1,257 | \$1,895 | \$1.51 |
| | All 2BRs | 97 | 32.6% | | | |
| <u>C1</u> | 3BR / 2B | <u>34</u> | <u>11.4%</u> | 1,496 | \$2,295 | \$1.53 |
| Total/Weighted Average | | 298 | 100.0% | 959 | \$1,636 | \$1.71 |

* Square footage estimates include balcony, patio, and terrace areas.

Source: Atlantic Realty Group, July 2007.

5-A.95

In general, this unit mix should be shifted to include fewer large units and more small ones. More studios would accommodate price-sensitive younger households, an important segment of demand. In addition, the unit mix should include a significant number of one-bedroom-plus-den units to better accommodate the needs of couples or those seeking a home office. We believe there are too many large three-bedrooms included in the unit mix, and that the developer should address this finding.

Specific floor plans for each unit type were not available at this time. The square footage figures shown in the table include unenclosed space (balconies, patios, and terrace areas), a practice that is not common in the industry. Thus, the actual enclosed living space of each unit could actually be reduced by approximately 50 – 100 square feet, raising the per-square-foot rent from its current weighted average of \$1.71. No premiums were assigned for upper floors or superior locations within the development. We assume that underground parking is included in the monthly rent.

The weighted average monthly rent is \$1,636. Assuming that housing costs comprise 30% of annual household income, this average unit would be affordable to a household with an income of \$65,440. Using this methodology, an income of \$47,800 would be required to afford the least expensive studio unit.

The Target Market and Demand Analysis

The Tracy Cross study identifies the market area as including six townships in the western suburbs extending roughly from Cicero Avenue on the east to just west of I-355 on the west. An estimated 227,211 households live in this market area, 27.1% of which (61,574) are renter households. This delineation of the market area, though broad, seems reasonable, given the roadway network and the locations of major employers in the western suburbs.

The study identifies the target market for the proposed apartments as younger households aged 25-34 years with annual incomes of \$44,000 or higher. An estimated 20,410 households in the market area meet these age and income criteria. The 298 apartments proposed for La Grange Place represent a small 1.5% of these target households. It is not discernable from this analysis, however, what percent of the age- and income-qualified households are renter households. Presumably, as incomes rise, an increasing proportion of these younger households will choose to become homeowners. Nonetheless, the target market for La Grange Place appears more than adequate to support the number of units proposed.

5-A.96

The Competitive Environment

The study analyzed eleven existing rental apartment developments in the market area with a combined total of 2,886 units. The current vacancy rate among the stabilized developments is a tight 5.1%. The weighted average rent per square foot is \$1.43.

The only new apartment development in the market area is **Regency Place**, which began leasing in April 2007. This luxury property has a prominent location at 2003 South Meyers Road in Oakbrook Terrace, proximate to major employers along I-88, and in Oakbrook Center and Yorktown Center. The development has an impressive amenities package, including a clubhouse with wifi-ready cyber café, a media room with stadium seating, fitness center, heated indoor pool, spa, and outdoor fireplace and grill.

Only 14 units have been leased at Regency Place since April, a rate of 2.3 units per month. According to management, there has been some resistance to the rents, which range from \$1,790 for the least expensive one-bedroom unit (with 856 square feet, which translates to \$1.74 per square foot) to \$3,635 for a three-bedroom, two-bath unit with 1,759 square feet (\$2.07 per square foot). Rents include an underground garage space. The weighted average rent is \$2,468 or \$2.06 per square foot.

The study also presents information on newer rental apartment developments in Downtown Chicago. The following table compares the proposed unit sizes and rents at La Grange Place with information on new rental developments in the market area and in Downtown Chicago.

| COMPARISON OF NEW APARTMENT DEVELOPMENTS | | | | | | |
|---|-----------------|--------------|--------------------------|-------------------------|-----------------------|--|
| <u>Development</u> | <u>Opened</u> | <u>Units</u> | <u>Average Unit Size</u> | <u>Avg Monthly Rent</u> | <u>Rent Per Sq Ft</u> | <u>Vacant Units / Absorption History</u> |
| La Grange Place | Proposed | 298 | 959 | \$1,636 | \$1.71 | Projected at 18.7 units per mo. |
| La Grange | | | | | | |
| Regency Place | 2007 | 112 | 1,199 | \$2,468 | \$2.06 | 98 vacant (2.3 per mo.) |
| Oakbrook Terrace | | | | | | |
| City View at Highlands | 2003 | 403 | 917 | \$1,414 | \$1.54 | 4 vacant (16.3 per mo.) |
| Lombard | | | | | | |
| Sky 55 at Central Station | 2006 | 235 | 1,146 | \$2,531 | \$2.21 | 73 vacant (20.3 per month) |
| Chicago | | | | | | |
| Left Bank at K Station | 2006 | 451 | 843 | \$1,730 | \$2.05 | 248 vacant (29.0 per month) |
| Chicago | | | | | | |
| 180 North Jefferson | 2004 | 274 | 728 | \$1,491 | \$2.05 | 26 vacant (11.5 per month) |
| Chicago | | | | | | |

Source: Tracy Cross & Associates

5-A.97

Residential Conclusions

The following points summarize our comments on the proposed residential development and the comprehensive analysis by Tracy Cross & Associates.

- The site is an excellent one for rental apartments, and 298 rental apartments will add a younger demographic that will benefit the retail stores and restaurants in Downtown LaGrange. Careful consideration must be given to vehicular and pedestrian circulation patterns to fully integrate this mixed-use development into the downtown.
- The study reasonably concludes that a rental development at this location would draw from a wide market area, providing a sizable base of support for 298 rental units.
- The slow lease-up of Regency Place indicates that there is price resistance at the high end of the rental market in the Western Suburbs. The proposed rents at La Grange Place are aggressive. La Grange is not an established high-end rental location, nor will La Grange Place compete directly with the rental properties being built in Downtown Chicago.
- The unit mix should be shifted to include fewer large units and more small ones. A higher proportion of studios and a significant number of one-bedroom/one-bath/ plus den units would better respond to the demand segments described in the study.
- The projected absorption rate of 18.7 units per month, allowing the project to achieve stabilized occupancy within 15 months, is ambitious. An aggressive marketing program will be needed to generate the traffic necessary to lease units at this rate.

Retail Opportunities

Capitalizing on its location adjacent to the retail core of Downtown La Grange, La Grange Place will also include 33,000 square feet of retail in two locations:

- Retail Building C, a 20,000 square foot building located at the northeast corner of Ogden Avenue and La Grange Road.
- 13,000 square feet of ground floor space in Building A.

Building C will benefit from its location just north of La Grange Crossing, the 68,000-square-foot retail development located south of Ogden Avenue. According to Mid-America Asset Management, La Grange Crossing is fully leased, and the tenants are doing well. In 2006, the center was purchased by UBS Realty Investors under the LLC, La Grange Road Investors, for a healthy \$343 per square foot.

Atlantic Realty Partners submitted a list of retail prospects that "expressed initial interest in locating in the retail portion of La Grange Place." Included as Exhibit 2, this list includes several restaurants, health clubs, a specialty grocery store, a pharmacy, and a bank, among others. A free-standing 20,000 square foot building on this prime corner would be desirable to a number of strong national retailers in the following categories:

- Office supplies
- Bed and bath or other home furnishings
- Electronics
- Specialty Grocer

The following table provides examples of tenants in these categories and identifies the closest location to Ogden Avenue and La Grange Road. A map in Exhibit 3 shows their locations.

| POSSIBLE RETAIL TENANTS AND THEIR SITE SPECIFICATIONS | | | | |
|--|----------------------|-------------------------|-------------------------|------------------|
| Tenant | Preferred GLA | Closest Location | | |
| | | Address | Municipality | Distance* |
| The Fresh Market | 18,000 - 20,000 | 718 Commons Drive | Geneva | 25.0 mi |
| Bed Bath & Beyond | 23,000 - 85,000 | 215 Harlem Avenue | Forest Park Oakbrook | 5.6 mi |
| Linens 'N Things | 28,000 - 32,000 | 17 W 22nd Street | Terrace | 5.3 mi |
| Best Buy | 5,000 - 45,000 | 11 Countryside Plaza | Countryside | 2.4 mi |
| Circuit City | 33,500 | 9950 Joliet Road | Countryside | 2.4 mi |
| CVS | 10,880 - 19,000 | 8911 Odgen Avenue | Brookfield | 1.2 mi |
| Office Depot | 20,000 | 1 Countryside Plaza | Countryside | 2.5 mi |
| Office Max | 3,500 - 20,000 | 9290 Joliet Road | Hodgkins | 2.6 mi |
| Staples | 10,000 - 20,000 | 9631 S Cicero Avenue | Oak Lawn | 9.7 mi |

* Linear distance from the intersection of La Grange Road and Ogden Avenue.

Sources: Retail Tenant Directory and various retail websites

5-A.99

The retail space in building A can be subdivided for smaller tenants. This space would be attractive to coffee shops, restaurants, specialty food stores, and other retailers.

In conclusion, both the residential and retail portions of La Grange Crossing have the potential to meet with market success and will add to the economic and physical vitality of Downtown La Grange.

We would be pleased to answer any questions that arise.

Respectfully Submitted
Goodman Williams Group



Linda Goodman
Principal



Christine Williams
Principal

5-A.100

GOODMAN WILLIAMS
GROUP
REAL ESTATE RESEARCH

October 10, 2007

Angela Mesaros
Assistant Community Development Director
Village of La Grange
53 South La Grange Road
La Grange, IL 60525

RE: Review of Market Study for La Grange Place

Dear Angela:

As a follow-up to the testimony I presented at last night's Plan Commission meeting, I was asked to address some of the questions and issues that were raised.

Several people questioned whether the market could support the 298 rental units proposed for La Grange Place. One person questioned the demand in light of Goodman Williams Group's March 2004 Market Study, which forecast demand of 200 to 250 new condominium and townhouse units over the next 10 years.

The previous forecast was targeting for-sale product on infill sites. The 7.8-acre YMCA property was not on the market at that time. In contrast to condominium and townhouse developments, quality new apartment complexes need to have enough units to support the project amenities (clubhouse, fitness room, pool). As explained in the Tracy Cross report, the rental units at La Grange Place can be expected to draw from a large market area. Given the relative lack of new rental developments and the project as proposed for this prime site, we are confident that this project could lease up in a reasonable period of time.

If, at some point in the future, the project is converted to condominiums, a portion of the demand would come from existing tenants and the remaining units would compete for buyers with other developments on the market at that time. The project's location proximate to a Metra station in downtown La Grange would appeal to a wide range of buyers. Ultimately, the success of a conversion would depend on the perceived value of the units and the overall quality of the development. A condominium association could choose to limit the number of rental units in the development, although some number of rental units should not be construed as a negative factor for either the condominium owners or the Village of La Grange.

5-A.101

As stated, Goodman Williams Group feels that the proposed unit mix for La Grange Place could be modified to better meet the needs of the various demand segments described in the market study. The table below offers a first pass at a slightly different unit mix that includes more studios, some one-bedroom plus den units, and fewer three-bedrooms.

| La Grange Place Unit Mix | | | | |
|---------------------------------|-------------------------|------|--------------------|------|
| <u>Unit Type</u> | <u>Current Proposal</u> | | <u>Recommended</u> | |
| Studio | 4 | 1% | 34 | 11% |
| 1 br, 1 b | 163 | 55% | 76 | 26% |
| 1 br, 1 b +den | | | 76 | 26% |
| 2 br, 2 b | 97 | 33% | 100 | 34% |
| 3 br, 2 b | 34 | 11% | 12 | 4% |
| Total | 298 | 100% | 298 | 100% |

Source: Goodman Williams Group.

We do not have information on parking ratios at comparable rental properties. Perhaps KLOA, Inc. could be helpful on that topic.

Feel free to contact me with any further questions.

Sincerely,



Linda Goodman

5-A.102

MEMO



TO: Lou Cipparone

FROM: Philip McKenna
Robert Rychlicki

RE: **LaGrange Place – Preliminary Review**

DATE: August 30, 2007

We have reviewed the booklet you provided to us with respect to the above referenced mixed use redevelopment.

As far as we can determine, there are not direct financial implications of the proposed development on the Village. We assume that the land swap between the Village and the Park District will be revenue neutral.

Our observations follow:

- 1) We have not had any prior dealings with Atlantic Realty and, therefore, are not able to offer any comments.
- 2) We are not qualified to offer any observations on the requesting zoning changes.
- 3) We have limited experience in parking and traffic matters and, therefore, offer not comment on these matters.
- 4) We have reviewed the Fiscal Impact Analysis prepared by Teska Associates, Inc. and offer the following comments.
 - a) Certain core assumptions may overstate property taxes.

Generally, property taxes for owner occupied units in Cook County will be at 1.8% to 2.0% of market value. Teska's methodology for computation is theoretically correct, but not consistent with actual data collected by the Civic Federation and our own experience.

The market value per square foot of \$363 for commercial is quite high. This would represent the cost of "higher end users" (e.g. bank) but not of most current retail users. We would need to have more specific data as to the development in order to provide more accurate data.

5-A.103

MEMO
Page 2
August 30, 2007



Additionally, in tax capped situations, tax rates have been and are likely to continue to fall. Therefore, using a 2005 tax rate for any taxing district may not be appropriate.

b) Revenues to Village

First, we are unclear as to the meaning or accuracy of the table reflecting revenues to expenditures on page 4 of the Teska report.

Second, reliance on the Ehler's report for per capita data is not appropriate since that data relates to projection of school age children.

c) Expenditures for the Village

There are two types of potential expenditures for the Village in the proposed development: i) capital outlay now or in future; and ii) variable costs influenced by the development.

We do not believe that acreage has anything to do with Village expenditures.

Additionally, there are no expenditures listed for upkeep and repair of the new assets which, we presume, will be deeded to the Village and under the Village's future responsibility.

d) Impact on School Districts

Generally, the methodology used by Teska is appropriate. However, school districts will argue that the base report cited: i) underestimates students; and ii) does not account for special need students. Additionally, the 2005 "Annual Report Card" numbers should be updated to 2006. There is no question that the impact on the schools will be positive; however, it may be better to modify the methodology in order to avoid any arguments related to the school's likely concerns per above.

e) Tax Impact of other Jurisdictions

This part of the Teska report suffers from the same property tax computation problems as discussed previously.

5-A, 104

MEMO
Page 3
August 30, 2007



5) Tracy Cross Market Study

We have significant experience and much confidence in Tracy Cross studies. We also note that this report is current (dated August 14, 2007). However, a key to any calculation of financial implications is how close to the study does the developer actually come with respect to cost, pricing and absorption.

Finally, there is no information related to the overall sources and uses of the development and the related public improvements set forth in the booklet.

Please call either of us should you have any questions or require any further analysis.

5-A.105

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: February 25, 2008

RE: **AWARD OF CONTRACT – SOLID WASTE COLLECTION AND
DISPOSAL SERVICES**

The Village's first-ever joint contract with La Grange Park for single family residential solid waste collection and disposal services, awarded to Allied Waste (formerly BFI) in 2002, expired on March 30, 2007. In 2006, both Villages entered into joint negotiations with Allied Waste with the thought of renewing the five year contract. At that time, Allied Waste strongly advocated the need to implement a fixed fee, similar to a minimum billing concept, to smooth out the variable revenue stream experienced under a pay-as-you-go / user fee system. Differences of opinion as to how the underlying cost of the program should be funded prompted both Villages to pursue separate courses of action. La Grange Park decided to assess its residents a flat monthly fee in addition to an albeit slightly reduced sticker rate.

We did not believe such an option was prudent for La Grange for two reasons. First, the Village has prided itself on its pure volume-based system dating back to 1992, a leading edge solid waste management policy at the time and with much citizen input. Second, because of the Village's long history of a volume-based system, we did not believe that such a significant change in program structure should be determined without citizen input.

The Village Board subsequently directed staff to negotiate a six-month extension with Allied in order to conduct a citizen survey to receive feedback on the current volume-based program and potential alternate programs. That contract extension was approved in April 2007, and provided for a rate increase to \$3.40 per sticker effective May 1, 2007. Both parties have honored the contract beyond the six month extension.

As previously reported, an overwhelming number of residents (76%) who responded to the survey wanted to retain the current system because of its user fee nature and its built-in financial incentive to recycle.

Because there were very few complaints expressed regarding Allied's service; Allied was motivated to retain La Grange as a municipal customer; and other marketplace factors; the Village opted to negotiate a new contract with Allied, rather than solicit competitive proposals.

After a number of negotiation sessions with Allied, a tentative agreement was reached for a solid waste contract, retroactive to April 1, 2007. The major contract changes of an operational and cost of service nature are as follows:

1. Five year contract which expires April 30, 2012
2. Sticker rate increases as follows:
 - Effective May 1, 2007 - \$3.40 per sticker (both refuse and yard waste)
 - Effective May 1, 2008 - \$3.50 per sticker (both refuse and yard waste)
 - Effective May 1, 2009 - \$3.70 per sticker (both refuse and yard waste)
 - Effective May 1, 2010 - \$3.95 per sticker (both refuse and yard waste)
 - Effective May 1, 2011 - \$4.20 per sticker (both refuse and yard waste)
3. The monthly cost of toter service will remain at \$26.25 per month
4. Bulk items will now require 2 stickers (instead of 1) starting May 1, 2008.
5. Maintain sticker sales "shortfall" provision (if the number of refuse stickers sold for the year is less than 165,000, the Village will pay Allied the difference in sales revenue with a cap of \$25,000); negotiated as part of the contract extension
6. Allied to provide \$2,500 over the contract term to cover the cost of printing a new brochure and other public informational pieces.
7. Annual \$5,000 commercial license fee waived; negotiated as a part of the contract extension.

All other operational requirements, such as our Monday / Thursday collection schedule, remain unchanged.

A service enhancement that was requested from many survey respondents and members of the Village Board was consideration of a "Spring Clean Up" Day. The "Spring Clean Up" Day would give residents the opportunity, one day per year, to set out an unlimited amount of household refuse. Items which would not be accepted for collection include: (i) construction debris (e.g. demolition spoils); (ii) hazardous materials that are not accepted at the transfer station; and (iii) yard waste.

5-B.1

The cost of such a service is estimated to be anywhere between \$50,000 - \$60,000 per year. We propose, a one-time, “Spring Clean Up” Day in La Grange this year to kick-off our new contract with Allied Waste. Allied Waste would like to accommodate us and has agreed to the following terms for such a service:

1. The “Spring Clean Up” Day would be held only once this year and on the same day as the resident’s normal pick-up day.
2. Residents would be required to affix three stickers in total to the waste set out for collection on their designated “Spring Clean Up” Day. Residents that subscribe to the toter service must purchase and affix three stickers to any waste located outside of their toter.
3. The “Spring Clean Up” Day would be held sometime in April, 2008.

This one-time event would allow both the Village and Allied Waste to gain the experience and collect the data necessary to determine actual costs and thus identify a more appropriate level or mechanism to finance the service. If we are unable to identify and agree upon a permanent and fixed funding mechanism, the “Spring Clean Up” Day will not be repeated and residents who subscribe to the toter service (approximately 10% of all single family households), most likely will see a reduction in their monthly fee in subsequent years of the contract.

Attached for your consideration is the proposed five-year solid waste contract with Allied Waste (Exhibit A). It has been presented in a black-lined format to aid in your review.

We believe that the proposed contract is an excellent value for La Grange residents and thus recommend approval. Some finer points to consider are as follows:

1. The cost per month for the average La Grange household is still less than pre-1992 levels (see Exhibit B).
2. Our average monthly cost for refuse collection is competitive with other West Cook communities, based on information received from the West Cook County Solid Waste Agency.
3. The current cost of a sticker at \$3.40, is still less than what other haulers had proposed to be effective April 1, 2002 when competitive proposals were sought at that time.
4. La Grange residents will be able to enjoy at least a one-time, perhaps an on-going, “Spring Clean Up” Day.

5-B.2

Allied has not had the opportunity to review the final contract language concerning the “Spring Clean Up” Day, provision. We are confident that they will find it to be generally acceptable. All other contract items have been agreed to. Mr. Richard Van der Molen, Municipal Affairs Manager for Allied Waste will be in attendance to answer any questions.

It is our recommendation that the Village Board: (i) approve a five-year contract for solid waste collection and disposal services with Allied Waste in substantially the form attached to this report as Exhibit A; and (ii) to authorize the Village President and Village Clerk to execute the contract on behalf of the Village once it is in final form satisfactory to the Village Manager and Village Attorney.

H:\eelder\ellie\BrdRpt\SolidWasteContract08(1).doc

5-B.3

EXHIBIT 'A'

Village of La Grange

Solid Waste Contract: 2008

5-B.4

FRANCHISE VILLAGE OF LA GRANGE
CONTRACT
FOR
RESIDENTIAL COLLECTION
AND TRANSPORTATION OF GENERAL
REFUSE
AND THE COLLECTION,
DISPOSAL AND/OR PROCESSING
OF
LANDSCAPE WASTE AND RECYCLABLE COMMODITIES

THIS AGREEMENT ("this "Agreement""), is made and entered into as of this _____ day of _____ 20_____, 2008, by and between the : ~~VILLAGE OF LA GRANGE and the VILLAGE OF LA GRANGE PARK~~, Municipal Corporations, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGES") and VILLAGE OF LA GRANGE, an Illinois municipal corporation (the "VILLAGE") and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC (formerly BFI Waste Systems of North America, Inc.), a ~~corporation~~limited liability company authorized to do business in the State of Illinois (hereinafter referred to as "the "CONTRACTOR"");

RECITALS:

~~WHEREAS, the Villages of La Grange and La Grange Park desired a cooperative agreement the VILLAGE (along with the Village of La Grange Park) entered into a franchise contract with the CONTRACTOR dated February 25, 2002, for the collection and disposal of residential general refuse and other waste, landscape waste, and recyclable commodities within their communities (the "Original Contract"); and~~

~~WHEREAS, the VILLAGES had heretofore solicited proposals for the exclusive right to collect and dispose of residential general refuse and other waste, landscape waste and recyclable commodities from the VILLAGE OF LA GRANGE and the VILLAGE OF LA GRANGE PARK, Cook County, Illinois; and~~

~~WHEREAS, the Original Contract term expired, but the VILLAGE and the CONTRACTOR continued to perform in accordance with the terms of the Original Contract pursuant to a letter agreement extending the Original Contract; and~~

~~WHEREAS, the VILLAGE and the CONTRACTOR entered into extensions of the Original Contract (the "Extended Contract") and have continued to perform in accordance with the Extended Contract; and~~

~~WHEREAS, the VILLAGES have VILLAGE has determined, after substantial study and negotiation that a proposal by CONTRACTOR is in the best interest of, and most favorable to the VILLAGES that a new contract with the CONTRACTOR for the collection~~

5-B.5

of residential general refuse, landscape waste, and recyclable commodities is in the best interests of the VILLAGE; and

~~WHEREAS, the VILLAGES rejected all of the submitted proposals; and~~

~~WHEREAS, the CONTRACTOR has been awarded a franchise for various services including the collection, transport and disposal of residential general refuse, and the Villages wish to accept this proposal; and~~

~~WHEREAS, the Villages are desirous of obtaining price guarantees for services rendered by the CONTRACTOR; and~~

WHEREAS, the ~~VILLAGES are~~VILLAGE is desirous of maintaining the ability to arrange for the disposal of its general refuse services provided in this Agreement separate from the other services that may be rendered by the CONTRACTOR for the term of this contract; and

WHEREAS, the CONTRACTOR acknowledges that this franchise is specifically for residential collection as defined herein; and that it is ~~the intent of the VILLAGES~~the VILLAGE intends to license ~~multiple scavenger firms~~other contractors to collect such refuse, landscape waste, and recyclable commodities from ~~industrial, commercial, institutional and multiple family dwellings and non-residential entities;~~

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GENERAL

- A. ~~The VILLAGES hereby grant to the CONTRACTOR is~~ the exclusive right, privilege, license and franchise ~~for contractor for~~ (i) the collection and transportation of general refuse and, (ii) the collection and disposal of landscape waste; and ~~for~~(iii) the collection, processing, and marketing of all recyclable commodities from Residential Units within the corporate limits of the VILLAGES, beginning on April 1, 2002, until and through March 31, 2007, ~~unless and until cancelled or terminated as otherwise provided herein~~VILLAGE during the term of this Agreement.
- B. The CONTRACTOR agrees to furnish all labor, material, and equipment necessary for the collection and transportation of general refuse and the collection, disposal and/or processing of said recyclable commodities and landscape waste generated within the VILLAGES services set forth above.
- C. For purpose of this Agreement, the following definitions shall apply:
1. Residential Unit: ~~Only each~~Each single-family residential ~~structure, detached dwelling and each residential unit~~dwellling that is

located in a multiple family structure of two (2) building of one or two units or less in the VILLAGES.

2. Hazardous Waste: A waste or combination of wastes ~~which~~that, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), or pursuant to Pollution Control Board or ~~Federal~~federal regulations.
3. Bulk Items: Any item of General Refuse, ~~as defined herein, which is not able to be adequately reduced to~~ that cannot fit into a thirty-five (35)-gallon container, (such as ~~discarded furniture, properly prepared carpeting, fixtures, household appliances of all kinds including "white goods," such as refrigerators, stoves, dishwashers, clothes washers and dryers, and other large appliances;~~ and small amounts of construction debris), and ~~which~~but that can be loaded into the CONTRACTOR'S standard equipment without assistance and ~~which can be legally accepted by the Disposal Site~~transfer station or disposal site to which it is transported.
4. General Refuse: Any combination of the following:
 - a. Garbage: All biodegradable or putrescible wastes, except for those items defined herein as "Landscape Waste" or sewage, generated by a Residential Unit.
 - b. Refuse: All non-biodegradable and non-putrescible waste materials except for "Recyclable Commodities" as defined herein, generated by a Residential Unit.
 - c. Bulk items, generated by a Residential Unit.
 - d. Ashes, generated by a Residential Unit.

General Refuse does not include Hazardous Waste.

5. Recyclable Commodities: The items set forth in Paragraph II.B.1 of this Agreement, as it may be revised from time to time by the VILLAGE and the CONTRACTOR, or similar items which are specifically set aside from other General Refuse for the purpose of recycling. ~~Said paragraph may be revised from time to time by the parties hereto.~~

6. Landscape Waste: Leaves, grass, brush, garden debris, and tree trimmings generated by a Residential Unit.

~~D. This exclusive right, privilege and franchise is hereby granted to the CONTRACTOR only upon the conditions set forth herein.~~

II. SERVICE AND RATES

A. General Refuse Services:

~~1. The CONTRACTOR shall provide regular collection service once each week to each Residential Unit. Service shall be scheduled in various parts of the VILLAGES as set forth in "Exhibit A."~~

1. ~~2.~~ The CONTRACTOR shall provide regular General Refuse collection service once each week to each Residential Unit. Service must be scheduled in various parts of the VILLAGE as set forth in Exhibit A to this Agreement. The CONTRACTOR shall collect and transport to a facility designated by the ~~VILLAGES~~VILLAGE all General Refuse when it is placed in maximum 35-gallon or equivalent or smaller container (metal, rubber, or plastic) displaying an authorized General Refuse collection sticker and placed in the vicinity of the street curb, in the alley where alleys exist, or at the back door, if the residential user has chosen and paid for the back door service described in Paragraph II.A.6 below. ~~Individual containers are not to~~No individual container may exceed 50 pounds when full. The CONTRACTOR ~~shall~~is not be responsible for pick up of loose garbage deposited by residents, unless material is considered recyclable or a special pickup is ordered. However, the CONTRACTOR shall be responsible for the pick up of loose garbage, recyclable commodities, and yard waste ~~which that~~ may have been caused by ~~negligence on the part~~failure of the CONTRACTOR to properly service a container, ~~bin, bag or to~~ collect bulk items. The CONTRACTOR shall also be responsible for the ~~pick up~~pick-up of loose garbage, recyclable commodities, and yard waste within ~~ten~~10 feet of a container, ~~bin or bag which that~~ may have been caused by ~~events including, but not limited to,~~ weather conditions, vandalism, ~~or wildlife,~~ or similar occurrences.

In addition, the CONTRACTOR is responsible for completely emptying all containers ~~or bins~~ and returning them to the parkways (or point of set-out if alley ~~pick up~~or back door pick-up) in a neat and orderly fashion. ~~Furthermore~~Further, empty containers ~~or bins~~ shall ~~must~~ be returned in an upright position and grouped. The CONTRACTOR understands and agrees that these are very important service delivery standards for the ~~VILLAGES~~VILLAGE.

~~The cost of each authorized General Refuse collection sticker shall be \$2.10 per sticker until March 31, 2003, \$2.30 until March 31, 2004, \$2.50 until March 31, 2005, \$2.70 until March 31, 2006, and \$2.90 until March 31, 2007. It is understood that stickers purchased by residents under previous contracts and/or the previous year shall be honored by the contractor until April 14, 2002 or until such time as mutually agreed upon between the parties as follows: \$3.40 per sticker until April 30, 2008; thereafter \$3.50 per sticker until April 30, 2009; thereafter \$3.70 per sticker until April 30, 2010; thereafter \$3.95 per sticker until April 30, 2011; and thereafter \$4.20 per sticker until April 30, 2012, or until expiration of this Agreement including any renewal hereof. Stickers purchased by residents under previous contracts will be honored until December 31, 2008, and stickers purchased at a particular price under this Agreement will be honored for a minimum of 90 days after any implementation of any increase in sticker price. The parties may agree to honor superseded stickers for a time period greater than the required minimum of 90 days.~~

2. If the number of General Refuse collection stickers sold during one full calendar year is less than 165,000, then the VILLAGE shall pay the CONTRACTOR the difference in sales revenue, calculated at 165,000 minus the actual number of stickers sold times the sticker price minus any additional toter sales above current levels, except that under no circumstances will the VILLAGE be required to pay more than \$25,000 for that calendar year (the "Shortfall Payment"). For a calendar year during which this Agreement is not in effect for the entire year (an "Incomplete Year"), the Shortfall Payment will be calculated based on the Shortfall Payment for the preceding year and prorated for the number of days for which service was provided in the Incomplete Year. For example, if service was provided for 250 days in an Incomplete Year, then the Shortfall Payment for that Incomplete Year would be calculated as: the total Shortfall Payment for the immediately preceding year divided by 365 times 250. The CONTRACTOR shall keep detailed accurate records of all sales of General Refuse collection stickers and toters during the term of this Agreement. The VILLAGE shall have the right, prior to making any Shortfall Payment, to review the CONTRACTOR'S detailed records of sticker sales. If the CONTRACTOR fails to keep accurate records of all sales of General Refuse collection stickers, or if the CONTRACTOR refuses to provide those records to the VILLAGE for the VILLAGE'S review, then the VILLAGE shall not be required to make any Shortfall Payment. If the VILLAGE is required to pay a Shortfall Payment, then payment must be made within 30 days after (i) notice of amount of Shortfall Payment due or (ii) resolution of any dispute involving Shortfall Payment, whichever is later.

3. ~~The CONTRACTOR also shall also be responsible provide for pickup of Bulk Items including "white goods" such as refrigerators, stoves, dishwashers, clothes washer, clothes dryers, and other large appliances. One authorized collection of Bulk Items. General Refuse collection stickerstickers must be displayed foraffixed on each Bulk Item to be collected as follows: one sticker per item until April 30, 2008; and two stickers per item thereafter until April 30, 2012 or until expiration of this Agreement, including renewal thereof. Bulk Item collection service shall be provided on the same day as General Refuse collection.~~
4. ~~Special pickup service shall be provided~~ The CONTRACTOR also shall provide for special pick-up service to any resident for the resident's Residential Unit. The CONTRACTOR shall provide a telephone number where it can be contacted regarding such special ~~pickuppick-up~~, with the price, container size, and ~~pickuppick-up~~ frequency to be determined by the CONTRACTOR and resident. Special ~~pickuppick-up~~ service shall be provided within 48 hours after the Residential Unit and the CONTRACTOR have agreed to the cost of the service. Residents may also contract with other licensed commercial haulers within the ~~VILLAGES~~ VILLAGE for special pick-up service.
5. The CONTRACTOR shall not collect or transport to the facility designated by the ~~VILLAGES~~ VILLAGE any material, general refuse or otherwise, which that facility is not permitted to receive or which violates any law, regulation, or any rule of said facility or of the West Cook County Solid Waste Agency. Further, the designated facility must be allowed to transfer and dispose of any such material under the terms of the West Cook County Solid Waste Agency Transfer, Transportation and Disposal Agreement, which agreement is hereby incorporated by reference herein. The materials ~~whichthat~~ shall not be ~~collected or transported~~ to the designated facility include but are not limited to any material ~~designated as hazardous by any applicable Federal, State or Local statute, regulation or ordinance~~ Hazardous Waste.
6. Unless specified otherwise by a resident, collection shall take place at the curbside or in alleys where alleys exist. Each resident may notify the CONTRACTOR in writing that the resident chooses back door collection. This notification must be given in January of each calendar year in order for the service to be provided during the subsequent contract year. An exception is herein provided for new residents, who shall each have ~~thirty (30) days from~~ after taking occupancy of a new residence ~~within the VILLAGES~~ to make such election. The cost of this service for each resident choosing this service shall be \$104 per annum until March 31, 2003, \$110 per annum until March 31, 2004, \$115 per annum until March 31, 2005, \$120 per annum until March 31,

~~2006, and \$130 per annum until March 31, 2007. This service~~this service shall be \$130 per annum until April 30, 2008; \$140 per annum until April 30, 2009; \$148 per annum until April 30, 2010; \$156 per annum until April 30, 2011; and \$180 until April 30, 2012, or until expiration of this Agreement including any renewal thereof. This cost shall be paid annually directly to the CONTRACTOR in a lump sum when billed by the CONTRACTOR on or before each successive year in which the resident chooses back door collection. The cost to any new resident shall be prorated as of the day the resident begins back door collection service. Any resident using this service who moves away from a residence in the VILLAGES VILLAGE shall be entitled to receive a refund for the remaining portion of the year, prorated as of the day the departing resident terminates this service.

7. Collection shall only occur only between 7:00 a.m. and 5:00 p.m.
8. Each resident shall be responsible for furnishing and utilizing water-tight General Refuse containers.
9. During March or April of each year of this Agreement, the CONTRACTOR will provide an "Spring Clean-Up Day" collection for each Residential Unit in accordance with the following terms:
 - a. Spring Clean-Up Day will be held on a day in March or April selected by the CONTRACTOR and approved by the VILLAGE. The date must be set far enough in advance so that the CONTRACTOR can give not less than 90 days notice of that date to customers, as provided in Paragraph b below.
 - b. The CONTRACTOR will provide the Village with a draft notice of an upcoming Spring Clean-Up Day not less than 90 days in advance of that day. The notice must generally describe the Spring Clean-Up Day and clearly set forth the rules and limitations applicable to it. The VILLAGE may post the notice on its website or in its newsletter and otherwise disseminate the notice to residential customers.
 - c. Each household participating in the Spring Clean-Up Day must affix in a visible location three refuse disposal stickers at the then-current sticker price. Each household subscribing to toter service established by Section VI.D of this Agreement must affix in a visible location three refuse disposal stickers at the then-current sticker price to any waste outside of the toter. Those three stickers will be the total cost to that household for that Spring Clean-Up Day, regardless of the amount and type of materials collected from that household.

5-B.11

- d. Residents may set out for collection the following items: General Refuse in 35-gallon or smaller containers and Bulk Items. The CONTRACTOR reserves the right to exclude the following items from collection: tires, liquids, Hazardous Waste and other materials not accepted at the VILLAGE'S transfer station, and construction and demolition materials including but not limited to brick, stone, rocks, concrete, dirt, soil, railroad ties, lumber, boards, siding, and roofing material.

The scope, frequency, and cost of the Spring Clean-Up Day may be the subject of a separate letter agreement between the CONTRACTOR and the VILLAGE after the first year of this Agreement. If prepared, that letter agreement will be executed and dated by the CONTRACTOR and the VILLAGE and attached to and incorporated into this Agreement as Exhibit B.

10. ~~9. In addition, the~~The CONTRACTOR shall furnish all~~provide~~ General Refuse removal~~collection~~ services offered hereunder free of charge to all public buildings under control of the VILLAGES~~VILLAGE~~ during the term of this Agreement and during any extension of the~~extended~~ term of this Agreement. The CONTRACTOR shall only provide roll-off boxes to the VILLAGES~~VILLAGE~~ at a mutually agreed upon price on, at the VILLAGES~~VILLAGE~~ request.
11. ~~10. In addition, the~~The CONTRACTOR shall provide General Refuse Collection~~collection~~ services in emergencies as determined and declared by the VILLAGES~~VILLAGE~~ to alleviate threats to public health, safety and, or welfare. The value of emergency~~Those~~ services shall be provided shall not exceed~~free of charge up to a value of \$3,000~~ per year to each respective Village~~(the "Annual Value").~~ Any portion of the \$3,000~~Annual Value~~ that a Village~~the VILLAGE~~ does not use in a year shall "roll over" for use in the following year. The maximum value of emergency services provided in any one year shall not exceed \$6,000.~~be added to the Annual Value of the next year and subsequent years. The Contractor shall provide emergency services beyond the existing accumulated Annual Value at a price agreed on by the CONTRACTOR and the VILLAGE; except that the CONTRACTOR is not required to provide emergency services in any year exceeding \$6,000 more than the accumulated Annual Value.~~
12. ~~11. In addition, the~~The CONTRACTOR shall provide General Refuse Collection fee~~collection~~ services free of charge in conjunction with various community events held partially or fully on public property, and shall also provide, at no charge to the VILLAGES~~VILLAGE~~ a sufficient number of portable toilets and hand washing stations for each festival.

13. ~~12.~~ The CONTRACTOR shall provide dumpster service free of charge at the public works facility so long as the dumpster is used only for waste from routine office and garage operations. The VILLAGE may enter into a separate contract with the CONTRACTOR for collection and disposal of other waste such as construction debris, spoil, and other heavy or non-compactable waste.

14. The CONTRACTOR shall prepare and submit to the ~~VILLAGES~~VILLAGE a monthly report accurately detailing:

- a. the total weight of the General Refuse collected and disposed of and the facility to which it was transported; and
- b. any other data reasonably requested by the ~~VILLAGES~~VILLAGE.

B. Recycling Collection:

1. The CONTRACTOR shall collect from each Residential Unit the following items (collectively "Recyclable Commodities"):

- a. Newsprint
- b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags
- c. Corrugated cardboard (in pieces not to exceed 3' x 3') and chipboard¹, chipboard, and wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, and the like)
- d. Glass, which shall include all types of clear and colored glass bottles, jars and containers
- e. Plastics, which shall include all plastic resin labeled PETE 1 and HDPE 2; and 6- and 12-pack plastic beverage rings and carriers
- f. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil
- g. Bi-Metal, which shall include all types of bi-metal food and beverage cans
- h. Empty paint cans

5-B.13

- i. Empty aerosol cans
- ~~j. All plastic resin labeled PVC3 (e.g., health and beauty aid bottles, etc.)~~
- ~~j.~~ k. All plastic resin ~~All plastic resin labeled PVC3 (e.g., health and beauty aid bottles), or~~ labeled LDPE4 (e.g., plastic grocery bags, etc. and the like and certain yogurt and cottage cheese containers and other miscellaneous dairy products containers)
- ~~l. All plastic resin labeled PP5 (e.g., , or labeled PP5 (e.g., syrup bottles, ketchup bottles, etc.)~~
- ~~m. All plastic resin~~ and the like, or labeled PS6 including foamed packing grade and clear and colored non-foam (e.g., ~~styrofoam~~ Styrofoam cups, packaging peanuts, egg cartons, etc.)
- ~~n. Plastic resin labeled #7 (e.g. and the like), or labeled #7 (e.g., squeezable bottles, microwave containers, etc.)~~
- ~~o. Wet strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc. and the like)~~
- ~~k.~~ p. Aseptic packaging and gable – topped containers (e.g. – juice boxes, milk cartons, juice cartons etc.)
- ~~l.~~ q. Formed steel containers

Additional Recyclable Commodities ~~shall~~ may be added to the curbside collection system ~~upon mutual written consent~~ from time to time on agreement of the ~~VILLAGES~~ VILLAGE and the CONTRACTOR.

~~These materials shall be collectively referred to as "Recyclable Commodities."~~

~~Recyclable Commodities shall be collected once each week at the curb of each Residential Unit on the same day as General Refuse collection from all Residential Units.~~

- 2. ~~Recyclable Commodities shall be collected once each week at the curb of each Residential Unit on the same day as General Refuse collection from all Residential Units.~~
- 3. Recyclable Commodities shall generally be collected in recycling containers issued by the ~~VILLAGES~~ VILLAGE. Each Residential Unit has received one recycling container. The ~~VILLAGES~~ VILLAGE will provide replacement containers at cost upon a resident's request. The ~~VILLAGES~~ VILLAGE may elect, at the ~~VILLAGES'~~ VILLAGE'S sole

5-B.14

discretion, to purchase and distribute additional recycling containers or recycling containers ~~which~~that are different than those currently in use. The ~~VILLAGES~~VILLAGE will discuss any such changes with the CONTRACTOR before implementation.

4. The CONTRACTOR may request ~~to a~~ change, modify or alter to the manner in which residents set out Recyclable Commodities for collection in order to accommodate changes in collection ~~and/or~~ processing technologies ~~for said Commodities~~ (e.g., requiring residents to bag newsprint and mixed paper). Any such ~~change, modification or alteration shall be~~ is subject to the ~~VILLAGES~~VILLAGE'S approval at its sole discretion.
5. All Recyclable Commodities shall be collected, separated, and processed to facilitate the sale of Recyclable Commodities to ~~remanufacturers~~re-manufacturers for post-consumer use. No materials collected as Recyclable Commodities shall be deposited at a landfill or waste incinerator.
6. The CONTRACTOR shall be responsible for preparing and submitting to the ~~VILLAGES~~VILLAGE a monthly report detailing weekly and monthly participation rates and tons collected by commodity. In addition, the CONTRACTOR shall provide detailed information concerning revenue derived from the sale of materials, the price per ton or value per unit of Recyclable Commodities, specific vendors accepting commodities, tipping fee savings and other information as may be requested by the ~~VILLAGES~~VILLAGE at the ~~VILLAGES~~VILLAGE'S sole discretion ~~for their internal use only~~.
- ~~7. The CONTRACTOR shall prepare and distribute promotional materials for the recycling program, at a total cost not to exceed \$5,000 for each community over the term of the contract, not to include promotional materials distributed prior to the beginning of the contract, as requested by the VILLAGES. The VILLAGES shall have editorial approval over all promotional materials before they are distributed.~~

C. Landscape Waste Collection:

1. ~~Once each week, coinciding with General Refuse collection from April 1 until December 15 each year,~~ the CONTRACTOR shall collect from each Residential Unit, on the same day as General Refuse collection, Landscape Waste contained within any 35-gallon or equivalent or smaller reusable or disposable container (plastic, metal, rubberized), including, but not limited to, kraft paper bags, provided said container has affixed a Landscape Waste sticker. ~~The Landscape Waste collection season shall be April 1 to December 15 of each year during the term of this Agreement. The~~ ~~VILLAGES~~VILLAGE and the

CONTRACTOR may mutually agree in writing to alter ~~this~~ the beginning or ending dates of the Landscape Waste collection period. No one branch or brush bundle shall exceed four feet in length by two feet in diameter.

2. The CONTRACTOR is required to supply, at no charge, ample printed Landscape Waste stickers for sale to residential users at the ~~rate of~~ following rates: \$2.10 per sticker until March 31, 2003, \$2.30 until March 31, 2004, \$2.50 until March 31, 2005, \$2.70 until March 31, 2006, and \$2.90 until March 31, 2007. Specific sale locations shall be \$3.40 per sticker until April 30, 2008; \$3.50 per sticker until April 30, 2009; \$3.70 per sticker until April 30, 2010; \$3.95 per sticker until April 30, 2011; and \$4.20 per sticker until April 30, 2012, or until expiration of this Agreement including any renewal thereof. The CONTRACTOR shall distribute Landscape Waste stickers at specific sale locations determined by the VILLAGES. ~~It is understood that prior year stickers~~ VILLAGE. Stickers purchased by residents or stickers purchased under a previous contract shall be honored by the CONTRACTOR until April 14, 2002 or until such as mutually agreed upon between the parties previous contracts will be honored until December 31, 2008; stickers purchased at a particular price under this Agreement will be honored for a minimum of 90 days after any implementation of any increase in sticker price. The parties may agree to honor superseded stickers for a time period greater than the required minimum of 90 days.
3. Quarterly collection reports shall be furnished to the ~~VILLAGES~~ VILLAGE documenting the volume and tonnage of Landscape Waste collected and the fee paid for disposal of such waste, as well as tipping fees saved from disposal at a composting facility (if any).
4. Christmas trees left at the curbside through the second week of January of each year during the term of this Agreement, shall be collected at no cost to the resident or ~~VILLAGES~~ the VILLAGE.
5. ~~The CONTRACTOR shall remit to the Village of La Grange on~~ On July 1, October 1, and January 1 of each year during the term of this Agreement (each said period shall be hereinafter referred to as "a Landscape Waste Period") \$.60 of, the CONTRACTOR shall remit to the VILLAGE the sum of 60¢ for each La Grange landscape waste sticker sold in the VILLAGES VILLAGE or surrounding areas during the previous Landscape Waste Period. ~~preceding Landscape Waste Period.~~
6. ~~The CONTRACTOR shall remit to the Village of La Grange Park on July 1, October 1 and January 1 of each year during the term of this~~

~~Agreement (each said period shall be hereinafter referred to as "Landscape Waste Period") \$.60 of each La Grange Park landscape waste sticker sold in the Villages or surrounding areas during the previous Landscape Waste Period.~~

~~7. The CONTRACTOR shall assist the Village of La Grange Park with a fall leaf collection program. Prior to the start of the fall leaf collection program each year, the parties shall mutually agree on a schedule of collection weeks and days on which the CONTRACTOR will supply a driver or drivers and a truck equipped with a leaf loading attachment. The Village shall supply a plow truck and two public works employees. The Contractor shall bill the Village for leaf collection and disposal services incurred. The rate shall be as follows:~~

| | <u>Year1</u> | <u>Year2</u> | <u>Year3</u> | <u>Year4</u> | <u>Year5</u> |
|----------|--------------|--------------|--------------|--------------|--------------|
| Labor | \$65.00/hr | \$66.95/hr | \$68.95/hr | \$71.00/hr | \$73.25/hr |
| Disposal | \$30.00/ton | \$30.90/ton | \$31.80/ton | \$32.00/ton | \$33.80/ton |

D. Unused Sticker Reimbursement: Upon cancellation, termination, or expiration of this Agreement, the CONTRACTOR shall, within 60 days, reimburse the ~~VILLAGES~~VILLAGE for the full value of all unused refuse and yard waste stickers ~~as that are~~ returned to the ~~VILLAGES~~VILLAGE within 30 days ~~of after~~ that cancellation, termination, or expiration of the contract. The requirements of this Subsection D shall survive cancellation, termination, or expiration of this Agreement and shall be binding on and enforceable against the CONTRACTOR after the cancellation, termination, or expiration of this Agreement.

E. Change of Law: The rates and charges set forth in this Agreement are subject to adjustment in accordance with this Subsection E in the event of a "Change of Law." For purposes of this Agreement, "Change of Law" means a change in current federal, State of Illinois, or local law, statute, ordinance, or regulation or a new federal, State of Illinois, or local law, statute, ordinance or regulation that affects the CONTRACTOR'S cost of providing services as follows:

1. The creation of a new tax, or an increase in an existing tax, on gross receipts of the type collected by the CONTRACTOR pursuant to this Agreement;
2. The creation of a new tax, or an increase in an existing tax, on the sales of services provided pursuant to this Agreement; or
3. An increase or decrease in the amount of a current tax, fee, or surcharge imposed by a governmental body or imposed directly as a consequence of an action of a governmental body that increases or decreases the cost

5-13.17

of performing the services required of the CONTRACTOR pursuant to this Agreement by more than one percent of the current monthly revenue.

In the event of a Change of Law, the CONTRACTOR shall provide a detailed written notice to the VILLAGE of the Change of Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of law on the cost of services, and the CONTRACTOR'S proposal in response to that effect. Within 30 days after receipt by the VILLAGE of the CONTRACTOR'S notice, the CONTRACTOR and the VILLAGE shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The VILLAGE may request any documentation necessary from the CONTRACTOR to assist with the analysis of the Change of Law impact.

III. COLLECTION

A. ~~The CONTRACTOR shall recognize that certain holidays will fall upon those days of the week specified for collection~~Collection of General Refuse, Landscape Waste and Recyclable Commodities. ~~It is understood that collection will be delayed one day during holiday weeks when a recognized holiday falls on or before a regular collection day. Recognized holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.~~

B. ~~Any material placed, or collection, which is not properly~~The CONTRACTOR need not collect materials that are not prepared or consistent in compliance with the guidelines set forth herein, shall not be collected. In this Agreement. The CONTRACTOR must place a self-adhesive "sorry note" is to be placed on ~~the~~that material stating the reason ~~the material~~it was not collected. The date, address, and reason ~~that~~the "sorry note" was issued shall, at the ~~VILLAGES'~~VILLAGE'S request, be reported to the ~~VILLAGES'~~VILLAGE. The CONTRACTOR shall provide "sorry notes" at ~~it~~its ~~own~~own cost.

~~The CONTRACTOR shall provide a local phone~~telephone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with ~~General Refuse, Landscape Waste and Recyclable Commodities. All complaints shall~~the CONTRACTOR'S services. Each complaint must receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly and, if one is verified, the CONTRACTOR shall arrange for pickup~~pick-up~~ within ~~twenty-four (24) hours of~~after the complaint.

C. ~~Each Village shall be responsible for complaints within its own community. If the CONTRACTOR is unable to resolve a complaint in a satisfactory manner~~

within 72 hours after receipt of a complaint, then the CONTRACTOR shall deliver written notice shall be delivered to the appropriate Village Manager or his/her designee, stipulating the name and address of the resident, the date and time of complaint, the nature of complaint, and the CONTRACTOR'S response. The Village Manager or his/her designee shall intervene, mediate the dispute, and render a final binding decision.

- D. Services provided by the CONTRACTOR shall be performed at all times in a good, and workman-like manner.
- E. The CONTRACTOR shall furnish capable employees for use in the crews of ~~the CONTRACTOR~~ performing the services specified in this Agreement. The CONTRACTOR shall prohibit ~~all~~ drinking of alcoholic beverages and ~~uses~~ use of controlled substances by its drivers and ~~crew members~~ crew members while on duty or in the course of performing their duties under this Agreement.

~~In the event that any of the~~ If a CONTRACTOR'S ~~employees~~ employee is deemed by the ~~VILLAGES~~ VILLAGE to be unfit or ~~unsuitable~~ unsuited to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or abusive or obnoxious behavior, then the CONTRACTOR shall immediately remove ~~such~~ that employee from work within the VILLAGE and replace him or her with a suitable and competent employee at no expense to the VILLAGE.

- F. Any ~~and all~~ General Refuse, Landscape Waste or recycling containers customer container damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.
- G. In furnishing General Refuse collection services, the CONTRACTOR agrees to adhere to all ~~Federal~~ federal, State, and ~~Local~~ local laws, regulations and ordinances pertaining to refuse haulers.

IV. EQUIPMENT

- A. The CONTRACTOR shall use modern, enclosed equipment ~~complete~~ with a hydraulic compacting system in the collection of General Refuse and Landscape Waste.
- B. ~~Equipment~~ All equipment used in ~~the~~ for collection of General Refuse, Landscape Waste and Recyclable Commodities services of any kind shall be properly licensed by the State of Illinois and conform to all ~~Federal~~ federal and State equipment safety standards.
- C. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the ~~LaGrange Village~~ La Grange Code of Ordinances and the ~~La Grange Park Municipal~~ Code.

- D. If the CONTRACTOR defaults on the terms and conditions of this Agreement, then the VILLAGES/VILLAGE shall have the option, upon written notice to the CONTRACTOR, to purchase free and clear of any liens or encumbrances, equipment at a price as determined by an independent auditor, chosen by the VILLAGES/VILLAGE at the sole cost and expense of the CONTRACTOR. Upon payment of the purchase price, title to said equipment, free and clear of any liens and encumbrances, shall immediately pass to the VILLAGES/VILLAGE, devoted to collection for its depreciated value. However, in the event of an emergency, as determined by the VILLAGES/VILLAGE, including but not limited to a labor dispute, the VILLAGES/VILLAGE shall immediately assume possession of the CONTRACTOR'S equipment upon request by the Village Manager or his/her designee in order to protect the public health, safety and, or welfare. If such an instance does occur, then the VILLAGES/VILLAGE shall have sole liability for any accidents or claims arising out of the VILLAGE'S use of the CONTRACTOR'S equipment.

V. DISPOSITION OF MATERIALS

- A. All General Refuse shall be removed from the VILLAGES/VILLAGE at the close of each collection day and transported to a facility designated by the VILLAGES/VILLAGE in accordance with Section VI.B below at the CONTRACTOR'S expense.
- B. All Landscape Waste shall be legally disposed of at a facility designed to treat, compost, grind, or land apply the waste, unless otherwise authorized by the State of Illinois. The VILLAGES/VILLAGE reserves the right to approve the final disposal site of all Landscape Waste and to direct said waste to a facility of the VILLAGES/VILLAGE'S choice. The VILLAGES/VILLAGE shall give the CONTRACTOR one-hundred-twenty (120) days' notice in the event this option is utilized.
- C. The CONTRACTOR may retain the proceeds, if any, from the sale of Recyclable Commodities unless otherwise provided for in a separate disposal contract. No Recyclable Commodities collected pursuant to this Agreement may be disposed of in a landfill, waste-to-energy facility, or incinerator.

VI. BILLING AND COLLECTION

- A. The CONTRACTOR will be solely responsible for printing and distributing General Refuse stickers to the VILLAGES/VILLAGE (if the VILLAGES/VILLAGE so chooses) and various satellite vendors mutually selected by the parties to sell General Refuse stickers. The VILLAGES/VILLAGE maintains the ability to change or add vendors at any time with the mutual consent of the CONTRACTOR. The CONTRACTOR shall be responsible for the collection of General Refuse sticker proceeds from each sale outlet. The annual charge for residents

5-B.20

requesting back door pickup service for General Refuse collection shall be billed by the CONTRACTOR directly to the resident.

- B. The CONTRACTOR shall transport General Refuse to a facility ("a Facility") defined and set forth in the West Cook County Solid Waste Agency Project Use Agreement entered into by the VILLAGES ("VILLAGE (the "Agency Agreement"), pursuant to ArticleSection V. A. of this Agreement.

For the term of this Agreement, the CONTRACTOR shall pay all charges due for the CONTRACTOR'S disposal of General Refuse at the Facility directly to the West Cook County Solid Waste Agency ("the Agency") within ~~forty-five (45) days~~ after the Agency's billing date. At no time shall the VILLAGESVILLAGE be required to pay for actual disposal charges. The CONTRACTOR will be responsible for any lawful interest, penalties, or late payment charge assessed against the VILLAGESVILLAGE as a result of the CONTRACTOR'S failure to make timely payment as set forth above. The VILLAGESVILLAGE may terminate this Agreement if disposal charges payable to the Agency are past due (i.e., after forty-five that is, unpaid for more than 45 days after the billing date). The CONTRACTOR may not withhold payment of any amount that the CONTRACTOR disputes but shall pay such sum and shall continue to seek resolution of any such dispute between the parties. The VILLAGESVILLAGE'S right of termination shall be exercised in writing delivered to the CONTRACTOR prior to such date as past due amounts are paid by the CONTRACTOR.

Within ~~thirty (30) days~~ after each annual period of this Agreement, the CONTRACTOR shall provide the VILLAGESVILLAGE with a report showing the amount, if any, by which the sticker revenue payable to the CONTRACTOR for disposal of General Refuse, or 19 percent of the sticker price, exceeds the actual charges payable to the Agency for disposal of General Refuse during such year. This information report is for the VILLAGES internal use informational purposes only, and the VILLAGESVILLAGE shall not be required to pay the CONTRACTOR for the amount, if any, that actual disposal charges exceeds such sticker disposal revenue.

At the beginning of each annual period, the CONTRACTOR shall submit a report to the VILLAGESVILLAGE indicating that (1) the CONTRACTOR has conducted a compliance audit of its operations and shall attest that there is no co-mingling of third party waste with the VILLAGESVILLAGE'S General Refuse; (2) the CONTRACTOR has verified said compliance with periodic field inspections; and (3) the CONTRACTOR has properly trained its route supervisors to ensure that co-mingling does not occur between third party waste and the VILLAGESVILLAGE'S General Refuse.

- C. The cost of Landscape Waste collection shall be paid based upon volume. Generators of Landscape Waste will be required to purchase a sticker on

5-B.21

volume, with one sticker required for each container or bundle. Customers must purchase stickers from the VILLAGES CONTRACTOR, or from the VILLAGE (if the VILLAGES choose VILLAGE chooses to act as a vendor), or from the CONTRACTOR or other authorized agent for each container or branch bundle. It is understood that prior year stickers purchased by residents will be honored by the CONTRACTOR until April 14, 2002 or until such time as mutually agreed upon between the two parties. The CONTRACTOR shall be another authorized agent. The CONTRACTOR is responsible for the printing and distribution of distributing Landscape Waste stickers as well as the collection of and for collecting sale proceeds. The CONTRACTOR shall quarterly remit to the VILLAGES all amounts VILLAGE the entire amount stated in Paragraph II-C.5 and Paragraph II-C.6 of this Agreement.

D. Residents of the VILLAGES Customers may choose to subscribe to a toter service in place for General Refuse collection in lieu of the volume-based Municipal Solid Waste service. For Residential Units selecting this optional service service, on the following terms:

1. The CONTRACTOR shall provide the Residential Unit with a one or more 96-gallon roll-out cart toters at no additional charge;
2. The CONTRACTOR shall directly bill each Residential Unit at the rate of \$22.15 per month until March 31, 2003, \$22.80 per month until March 31, 2004, \$23.80 until March 31, 2005, \$25.00 per month until March 31, 2006, and \$26.25 per month until March 31, 2007. The Residential Unit will be required to purchase \$26.25 per month for each toter throughout the term of this Agreement or until this amount is renegotiated and approved in writing by the CONTRACTOR and the VILLAGE;
3. A Residential Unit using a toter must affix one Municipal Solid Waste Sticker for each additional 35-gallon container placed out for collection each week under this optional service on each container, other than a toter, set out for collection.

VII. CONTRACT DURATION

- A. The VILLAGES have VILLAGE has the right to cancel this Agreement in the event of non-performance by the CONTRACTOR. In order to To exercise this option, the VILLAGES Village must submit a written notice to the CONTRACTOR or his its authorized agent ninety (90) days prior to the date of cancellation, except when specifically provided otherwise in this Agreement.
- B. The VILLAGES VILLAGE may also terminate this Agreement under circumstances including; but not limited to:
 1. Filing of bankruptcy by the CONTRACTOR and subsequent proceedings thereafter.

2. Abandonment by the CONTRACTOR of the conduct of its operations, in which case no notice is required.
- C. The parties agree that this Agreement may be extended for a specific period of time as agreed to by the VILLAGESVILLAGE and the CONTRACTOR and upon express written agreement by both the CONTRACTOR and the VILLAGESVILLAGE during an extension period.

VIII. OTHER CONSIDERATIONS

- A. Year-End Report: At the request of the VILLAGESVILLAGE, the CONTRACTOR shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the CONTRACTOR verifying the existence and veracity of the report.
- B. Performance Bond: The CONTRACTOR shall ~~furnish~~ renew, if necessary, and keep in place during the Agreement Term a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of ~~Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the period of this Agreement, as follows: \$200,000.00 from the inception of this Agreement until April 30, 2009; and \$250,000 from May 1, 2009, until April 30, 2012, or until expiration of this Agreement~~ including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the CONTRACTOR of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the VILLAGE against any loss resulting from any breach or failure of performance.
- C. Failure of the CONTRACTOR to Perform:
 1. All terms and conditions of the Agreement are considered material and failure to perform any of said terms or conditions on the part of the CONTRACTOR shall be considered a breach of this Agreement. Should the CONTRACTOR fail to perform any of such terms or conditions, the VILLAGESVILLAGE shall have, in addition to the rights set forth in VIII.C.2 below, the right to terminate this Agreement after five ~~(5)~~ days' written notice to the CONTRACTOR of the violation of the Agreement and the failure of the CONTRACTOR to remedy the violation within said time to the satisfaction of the VILLAGESVILLAGE. In addition to any and all equitable legal remedies available to the VILLAGESVILLAGE in the event of a breach of this Agreement by the CONTRACTOR, the VILLAGESVILLAGE shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the VILLAGESVILLAGE herein shall be cumulative and

not exclusive. No waiver by the ~~VILLAGES~~VILLAGE of a default by the CONTRACTOR under this Agreement shall be construed as a waiver by the ~~VILLAGES~~VILLAGE of any subsequent default or failure to perform on the part of the CONTRACTOR.

2. In the event of a failure by the CONTRACTOR to provide on any day any of the services required under this Agreement for a period of five ~~(5) days following~~after written notice of such failure, then the ~~VILLAGES~~, ~~at their sole option and by any means~~,VILLAGE may cause such materials to be properly disposed of or otherwise handled or processed. Any and all expenses incurred by the ~~VILLAGES~~VILLAGE may be charged against the CONTRACTOR and the Performance Bond furnished by the CONTRACTOR. Expenses incurred by the ~~VILLAGES~~VILLAGE shall also include any previously purchased, but unused General Refuse stickers and Landscape Waste stickers in the possession of the general public and retail outlets. In addition, the ~~VILLAGES~~VILLAGE may immediately terminate this Agreement and may elect, in ~~their~~its sole discretion, to seek any available legal remedy.
3. The CONTRACTOR shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the CONTRACTOR'S control.

D. Insurance:

1. ~~During~~ At the ~~duration~~inception of this Agreement, the CONTRACTOR shall ~~maintain~~ the ~~furnish~~ the ~~VILLAGE~~ a new certificate of insurance verifying the existence and continuation of following insurance coverage limits:
 - a. Workers' Compensation Insurance or proof of self-insurance, as prescribed by Illinois Statute law.
 - b. General Liability Insurance:
 - ~~\$3,000,000~~ 2,500,000 per person
 - ~~\$3,000,000~~ 2,500,000 per occurrence
 - c. Property Damage Liability Insurance:
 - ~~\$3,000,000~~ 2,500,000 per person
 - ~~\$3,000,000~~ 2,500,000 per occurrence
 - d. Vehicle Liability:

- \$3,000,000 per person
- \$3,000,000 per occurrence
- e. Excess Umbrella Liability:
 - \$5,000,000.00 each occurrence
- 2. The CONTRACTOR shall furnish a certificate of insurance annually, verifying the existence of the aforementioned ~~coverages~~coverage. Further, the ~~VILLAGES~~VILLAGE shall be named~~shown~~ as an additional insured ~~parties~~party on each said ~~policy~~ for any liability ~~arising out of the CONTRACTOR'S work~~policy, in a form subject to the review and approval by the ~~VILLAGES~~VILLAGE at their~~its~~ sole discretion. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
 - a. Liability the ~~VILLAGES~~VILLAGE may incur for which the ~~VILLAGES~~ are VILLAGE is indemnified under Article VIII.D.3 below; and/or
 - b. Liability the ~~VILLAGES~~VILLAGE may incur due to joint negligence of the CONTRACTOR and the ~~VILLAGES~~VILLAGE.
- 3. The CONTRACTOR shall indemnify and forever keep and save harmless, including reasonable attorneys fees and court costs, the ~~VILLAGES, their~~VILLAGE and its agents, officials, and employees against any and all claims for injuries, death, loss damages, claims of every type, nature, and description (including without limitation environmental and patent claims), suits, liabilities, judgments, costs, and expenses arising from or related in any way to the alleged negligence or ~~act or~~ omission of the CONTRACTOR or its employees, agents, servants, subcontractors, or suppliers in connection with performance of this Agreement.
- 4. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend ~~any,~~ and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the ~~VILLAGES, their~~VILLAGE and its agents, officials, and employees.
- 5. The CONTRACTOR agrees that in the event a judgment should be entered against the ~~VILLAGES~~VILLAGE as a result of the negligence and omissions herein above described, the CONTRACTOR shall immediately satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.

6. The CONTRACTOR expressly understands and agrees that any Performance Bond or insurance protection required of ~~this~~the CONTRACTOR, or otherwise provided by ~~this~~the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the ~~VILLAGES~~, their VILLAGE and its agents, officials, and employees as hereinabove provided.

E. ~~Federal, State, and Local regulations; taxes; permits; licenses~~Regulations; Taxes; Permits; Licenses:

1. The CONTRACTOR shall adhere to all ~~Federal~~federal and State of Illinois guidelines governing equal employment opportunities.

2. The ~~VILLAGES have~~VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor . All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.

3. The ~~VILLAGES are~~VILLAGE is exempt from State of Illinois and ~~Local~~local sales, excise, and use taxes. Rates shall include all applicable taxes.

4. Rates shall include the cost of permits, licenses, and all other certifications required by ~~Federal~~federal, State of Illinois and ~~Local~~local laws, regulations and ordinances, except only as may be specifically set forth otherwise in this Agreement.

F. No Commercial Hauler License Fee: The VILLAGE will not charge the CONTRACTOR a fee for the Village commercial hauler license for the duration of this Agreement, but only so long as the CONTRACTOR continues to waive payment by the VILLAGE of any fuel surcharge fee.

G. ~~F-~~Subcontracting: The CONTRACTOR shall not subcontract out or assign General Refuse collection services or this Agreement to a subcontractor or an assignee without prior written consent of the ~~VILLAGES~~VILLAGE and said consent may be withheld at the ~~VILLAGES'~~VILLAGE'S sole discretion.

H. ~~G-~~Title:

1. Title to General Refuse shall at all times relevant to this Agreement be in the ~~VILLAGES~~VILLAGE.

2. ~~1-Title~~Also, title to Recyclable Commodities, Landscape Waste, and other materials set out for collection shall reside in the ~~VILLAGES~~VILLAGE. The CONTRACTOR shall market ~~said~~those materials on behalf of the ~~VILLAGES~~VILLAGE. When the CONTRACTOR transports those materials to a processing, disposal, or

other site (collectively "Disposal Site") on behalf of the VILLAGESVILLAGE, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials, that cost paid to the Disposal Site shall be paid solely by the CONTRACTOR. If money is paid to the CONTRACTOR for the material, the CONTRACTOR shall keep the proceeds and shall give an accounting to the VILLAGESVILLAGE, on theirits request for ~~internal~~informational purposes only.

- I. Public Informational Flyers: At the VILLAGE'S request, the CONTRACTOR will provide funds up to \$2,500 during the term of this Agreement, to cover costs of printing brochures and other public informational flyers.

IX. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.
- B. Notices to the VILLAGESVILLAGE shall be addressed to, and delivered at, ~~each of the following addresses~~address:

~~Village of La Grange
53 South LaGrange Road
La Grange, Illinois 60525
Attention: Village Manager~~

~~Village of La Grange Park
447 N. Catherine Ave.
La Grange Park, Illinois 60526
Attention: Village Manager~~

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

- C. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

BFIAllied Waste SystemsServices of North America,
Inc,LLC
5050 WestW, Lake StreetSt.
Melrose Park, IllinoisIL 60160
Attention: General Manager

- D. By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.
- ~~E. Notice to the CONTRACTOR executed by the representative of one of the VILLAGES shall be deemed to be notice by and from both of the VILLAGES except only if such notice states specifically that it is notice only from the Village whose representative executed such notice.~~

X. ARBITRATION

- A. Except as set forth in Paragraph X.B below, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- B. Any request for an increase or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties hereto, and shall not be subject to arbitration. If the parties fail to reach agreement, the sole remedy for either party is to declare the Agreement terminated according to procedures set forth in this Agreement.

XI. TERMS

- A. Interpretation: The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. ~~In the event any provision of this Agreement 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 Agreement, shall be in any way affected thereby.~~
- B. Complete Agreement: This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefor.
- C. Amendments: No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized ~~representatives~~representative of the ~~VILLAGES~~VILLAGE and the CONTRACTOR.
- D. ~~MISCELLANEOUS~~Miscellaneous:
1. The CONTRACTOR shall immediately clean up and remediate all blowing debris, spills, and releases of any material over which it

5-B.28

exercises control occurring prior to the delivery of the material to its intended destination.

2. This Agreement is not assignable ~~by voluntary, involuntary~~ voluntarily, involuntarily or by process of law, without the prior written consent of the ~~VILLAGES~~ VILLAGE, which consent may be withheld by the ~~VILLAGES~~ VILLAGE at their its sole discretion.
3. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances, and regulations in the performance with and in any manner related to the CONTRACTOR'S rights, duties, obligations, and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
4. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
5. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.

E. Applicable Law: This Agreement shall be interpreted according to the laws of, but not the conflicts of laws rules of, the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has ~~executed~~ caused this Agreement with its corporate seal affixed thereto, ~~to be executed~~ by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors, and each of the ~~Villages~~ VILLAGE has ~~executed~~ caused this Agreement with its corporate seal affixed thereto, ~~to be executed~~ by its Village President and Village Clerk acting pursuant to authority granted by the its Board of Trustees thereof, all on the day and year first written above.

~~VILLAGE OF LA GRANGE~~

~~VILLAGE OF LA GRANGE PARK~~

By: _____
Timothy R. Hansen
Its: Village President

By: _____
Susan E. Tutt
Its: Village President

Attest: _____
Robert N. Milne
Village Clerk

Attest: _____
Kerry Brunnette
Village Clerk

VILLAGE OF LA GRANGE

5-B-29

By: _____
Elizabeth Asperger, Village President

Attest:

By: _____
Robert Milne, Village Clerk

BFIALLED WASTE SYSTEMS OF NORTH AMERICA, INC. LLC

By: _____
By: _____

Name: _____

Its: _____

Attest: _____

By: _____

Name: _____

Its: _____

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5-B.30

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ~~_____~~, Elizabeth Asperger, the Village President of the Village of La Grange and ~~_____~~, Village Clerk of said Village Robert Milne, the Village Clerk of the Village of La Grange, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, ~~as their foregoing Agreement as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth in the Agreement; and the Village Clerk, as custodian of the corporate seal of said Village, affixed the corporate seal of said Village to the Agreement as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.~~

GIVEN under my hand and Notarial Seal this _____ day _____ of _____, 2002.

GIVEN under my hand and Notarial Seal
this _____ day of _____ 2008.

Notary Public

5-13.31

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, President of the Village of La Grange Park and _____, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day _____ of _____, 2002.

Notary Public

5-B.32

STATE OF ILLINOIS _____)

_____) SS

COUNTY OF COOK _____) I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____

_____, Vice President of, and _____, Operations Manager _____, the _____ **[insert title]** of

_____ **[insert corporation name]**, and _____, the _____ **[insert title]** of said corporation, personally known to me to be the same

persons whose names are subscribed to the foregoing instrument Agreement as such Vice President and Operations Manager **[insert titles]**, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument Agreement as their own free and voluntary act and as the free and voluntary act of said corporation; for the uses and purposes therein set forth; and the said Vice President **[insert title]**, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, the Agreement as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2002.
this _____ day of _____, 2008.

Notary Public

5-B.33

EXHIBIT A

SERVICE SCHEDULE

Two days each week, as follows:

1. Monday: All portions of the North of 47th Street.
2. Thursday: All portions of the Village south of 47th Street.

5-13.34

EXHIBIT B

SPRING CLEAN-UP DAY
SUPPLEMENTAL LETTER AGREEMENT

[to be inserted by staff if created]

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5-B.35

EXHIBIT 'B'

Village of La Grange

Solid Waste Contract: 2008

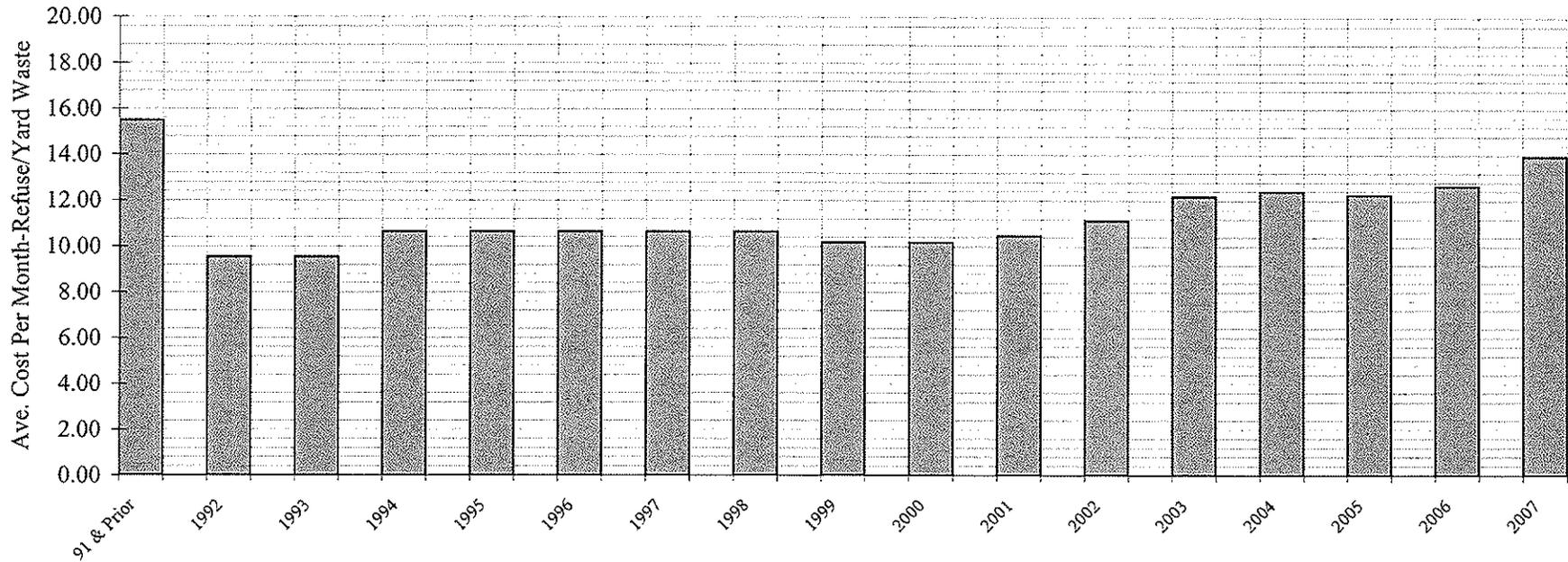
Rate History and

Cost Impact on Average La Grange Resident

5-13-36

Exhibit "B"
Village of La Grange
Solid Waste Contract: 2008

**Rate History and Cost Impact on
Average La Grange Home per Month**



| | '91 & Prior | Feb '92 | Feb '93 | Feb '94 | Feb '95 | Feb '96 | Feb '97 | Feb '98 | Feb '99 | Feb '00 | Feb '01 | Feb '02 | Mar '03 | Mar '04 | Mar '05 | Mar '06 | Mar '07 | |
|--|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Average Cost per Month for Refuse Disposal | n/a | \$7.05 | \$7.05 | \$8.01 | \$8.01 | \$8.01 | \$8.01 | \$8.01 | \$8.01 | \$7.66 | \$7.66 | \$7.88 | \$9.09 | \$9.82 | \$9.60 | \$9.67 | \$10.32 | \$11.08 |
| Average Cost per Month for Yard Waste Disposal | n/a | <u>\$2.50</u> | <u>\$2.50</u> | <u>\$2.64</u> | <u>\$2.64</u> | <u>\$2.64</u> | <u>\$2.64</u> | <u>\$2.64</u> | <u>\$2.64</u> | <u>\$2.53</u> | <u>\$2.53</u> | <u>\$2.60</u> | <u>\$2.05</u> | <u>\$2.37</u> | <u>\$2.80</u> | <u>\$2.59</u> | <u>\$2.32</u> | <u>\$2.86</u> |
| Total Cost per Month of Refuse/Yard Waste Disposal | \$15.50 | \$9.55 | \$9.55 | \$10.65 | \$10.65 | \$10.65 | \$10.65 | \$10.65 | \$10.65 | \$10.19 | \$10.19 | \$10.48 | \$11.14 | \$12.19 | \$12.40 | \$12.26 | \$12.64 | \$13.94 |
| % Increase/Decrease | | -38.39% | 0.00% | 11.52% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | -4.32% | 0.00% | 2.85% | 6.30% | 9.43% | 1.72% | -1.13% | 3.10% | 10.28% |
| Refuse Sticker Rate | n/a | \$1.48 | \$1.48 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.77 | \$1.77 | \$1.82 | \$2.10 | \$2.30 | \$2.50 | \$2.70 | \$2.90 | \$3.40 |
| Yard Waste Sticker Rate | n/a | \$1.75 | \$1.75 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.85 | \$1.77 | \$1.77 | \$1.82 | \$2.10 | \$2.30 | \$2.50 | \$2.70 | \$2.90 | \$3.40 |
| | \$15.50 | | | | | | | | | | | | | | | | | |

5-B-37