

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, OCTOBER 9, 2006

7:30 p.m.

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, October 9, 2006 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL
*President Elizabeth Asperger
Trustee Richard Cremieux
Trustee Mike Horvath
Trustee Mark Langan
Trustee Tom Livingston
Trustee Nicholas Pann
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. Ordinance – Design Review Permit (DRP) #69 – 26 S. La Grange Road, Randy Cox (Facilities Manager) on Behalf of Jerry Burjan, Property Owner
 - B. Engineering Services Agreement – Street Condition Survey
 - C. Consolidated Voucher 061009
 - D. Minutes of the Village of La Grange Board of Trustees Town Meeting, Monday, September 25, 2006

5. CURRENT BUSINESS

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

A. Presentation – FY 2005-06 Comprehensive Annual Financial Reports:
Referred to Trustee Horvath

6. MANAGER'S REPORT

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

A. Presentation – Central Business District / Short Term Parking Concept

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.

A. Closed Session – Probable or Imminent Litigation

9. TRUSTEE COMMENTS

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

10. ADJOURNMENT

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

OMNIBUS VOTE

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: October 9, 2006

RE: **ORDINANCE - DESIGN REVIEW PERMIT (DRP) #69 – 26 S. LA GRANGE ROAD, RANDY COX (FACILITIES MANAGER) ON BEHALF OF JERRY BURJAN, PROPERTY OWNER**

Randy Cox, Facilities Manager, on behalf of Jerry Burjan, property owner, appeared before the Design Review Commission at their meeting of October 4, 2006 seeking a Design Review Permit for the property at 26 South La Grange Road. Mr. Cox made the presentation explaining that he is seeking approval to add an in-wall cash station machine to the National City Bank at the La Grange Road face of the property.

Harris Trust and Savings Bank was previously located at 26 South La Grange Road. In November, 1996 the Village Board approved the installation of an in-wall cash station for Harris Bank in the same location. That station was removed when Harris Bank moved out of this location.

National City Bank currently has a cash station in the kiosk at the Triangle Development (northwest corner of Ogden and La Grange Road). It is their intention to remove the cash station from its current location and install a new machine on site at the National City Bank located at 26 South La Grange Road. All existing materials, colors, textures, details, etc., of the building will remain as is.

After questions and comments by the Commissioners, the Design Review Commission voted unanimously to recommend approval of the Design Review Permit #69 to the Village President and Board of Trustees.

Staff concurs with the recommendation of the Design Review Commission and has prepared the necessary ordinance approving Design Review Permit #69 for installation of the in-wall cash station at the property located at 26 South La Grange.

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ORDINANCE NO. O-06-

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

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

THIS _____ DAY OF _____, 2006.

Published in pamphlet form by authority of the Board of Trustees of the Village of La Grange, County of Cook, State of Illinois this _____ day of _____, 2006.

WHEREAS, Randy Cox, has filed an application with the Village of La Grange seeking a Design Review Permit to repair, restore and remodel the facade of the property commonly known as 26 South La Grange Road, in the Village; and

WHEREAS, the La Grange Design Review Commission held a public meeting on September 14, 2006 to consider the applicant's request for a Design Review Permit; and

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

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

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

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

SECTION 1. RECITALS. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

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

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

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

ADOPTED this _____ day of _____, 2006, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2006.

Elizabeth M. Asperger
Village President

ATTEST:

Robert N. Milne, Village Clerk

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MINUTES

Design Review Commission of the Village of La Grange

October 4, 2006

I. CALL TO ORDER AND ROLL CALL:

A meeting of the Design Review Commission was held on October 4, 2006 in the Village Hall Auditorium, 53 South La Grange Road, La Grange, IL and was convened at 7:35 p.m. by Chairman Andrea Barnish.

Present: (and constituting a quorum): Commissioners Ozer, Marcisz, Andrews, and McClinton with Chairman Andrea Barnish presiding.

Absent (and excused): Commissioner Malec.

Also Present: Randy Cox, Facilities Manager for National City Bank, Jerry Burjan, owner of the property at 26 South La Grange Road and 301 West Hillgrove, Tracy Burjan and Sylvia Gonzalez, Community Development Department Staff Liaison.

II. APPROVAL OF MINUTES:

On motion by Commissioner McClinton and second by Commissioner Ozer, the Minutes of the February 16, 2006 Design Review Commission meeting were approved as typed and distributed.

III. BUSINESS AT HAND:

1. **DRP #69 DESIGN REVIEW PERMIT FOR 26 SOUTH LA GRANGE ROAD, RANDY COX (FACILITIES MANAGER), ON BEHALF OF JERRY BURJAN, PROPERTY OWNER**

Mr. Randy Cox, Facilities Manager for National City, appeared before the Design Review Commission seeking a Design Review Permit for the property at 26 South La Grange Road. Mr. Cox informed the Commissioners that he is seeking approval to install an ATM for the National City Bank located at 26 South La Grange Road. He stated that the proposed ATM would be moved from its current location, the kiosk at the northwest corner of La Grange Road and Ogden Avenue, to the La Grange Road face of the property at 26 South La Grange Road. He further stated that all existing materials of the façade will not change, they will remain as is.

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Commissioner Ozer questioned if the cash machine would be handicap accessible. Mr. Cox stated that the machine would be ADA compliant.

Commissioner Andrews questioned if National City had thought about locating the cash machine inside the building. Mr. Cox stated that this was not an option. He stated that locating the machine inside the building would not make the cash station accessible to anyone trying to use the machine before or after regular business hours.

Chairperson Barnish questioned what kind of lighting would be utilized. Mr. Cox stated that the machine would be lit from within and there is an existing street light directly in front of the location where the machine is to be installed. Mr. Cox further informed the Commissioners that security cameras would be located inside the building focusing on the cash station.

Commissioner Ozer questioned what type of signage would be used to advertise the cash station. Mr. Cox stated that at this point the only signage would be that located directly on the machine; other signage, if any, would be applied for at a later date.

There being no further questions or comments by the Commissioners, on motion by Commissioner Andrews and second by Commissioner Marcisz the Design Review Commission voted unanimously to recommend that Design Review Permit #69 be approved by the Village Board of Trustees.

2. DRP #70 DESIGN REVIEW PERMIT FOR 301 WEST HILLGROVE, JERRY BURJAN/BURCOR PROPERTIES

Mr. Jerry Burjan, owner of the property at 301 West Hillgrove, appeared before the Design Review Commission seeking a Design Review Permit for the property at 301 West Hillgrove. Mr. Burjan informed the Commissioners that he is seeking approval to make façade improvements to the property including the installation of canvas awnings, a decorative metal cap and painting of the brick.

Chairperson Barnish questioned if Mr. Burjan had thought about cleaning and staining the brick as opposed to painting it. Mr. Burjan stated they removed deteriorating stone sheets from the top of the building. After removal of the stone sheets they cleaned and tuckpointed the entire building. He further stated that a great portion of the brick on the building was in such bad shape that the cleaning and tuckpointing really made no difference. He stated that upon evaluating the situation it was determined that painting the brick would be the best solution; not only would the brick look better but it would tie in the Hillgrove side of the building with the Catherine side providing uniformity. He stated that staining the brick would be too costly and the brick color would still look uneven.

Commissioner Ozer asked what color the moldings around the doors and windows are. Mr. Burjan stated that these are all a dark bronze color and they would remain the same.

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Commissioner McClinton asked what color the decorative cap around the top of the property would be. Mr. Burjan stated that too would be a dark bronze color. He further stated that the awnings to be installed would be a black canvas, only because they cannot find a dark bronze color.

Commissioner Andrews questioned if both the Hillgrove and Catherine elevations will be painted. Mr. Burjan stated that the Catherine elevation has been painted for nine years. He only plans on painting the Hillgrove side of the building.

Chairperson Barnish asked if it is possible to paint the Hillgrove side the exact color of the Catherine side. She also stated that after nine years the Catherine side may need to be repainted due to flaking and fading. Mr. Burjan stated that the Catherine side of the building is still in very good condition. He further stated that if he is not able to find an exact color match, he will paint both the Hillgrove side and Catherine side of the building.

Commissioner Ozer stated that he liked the idea of painting the brick.

Commissioner Andrews stated that the proposed improvements would be a great improvement to the property.

There being no further questions or comments by the Commissioners, on motion by Commissioner Marcisz and second by Commissioner McClinton the Design Review Commission voted unanimously to recommend that Design Review Permit #70 be approved by the Village Board of Trustees.

IV. NEW BUSINESS

Chairperson Barnish proceeded to discuss with the Commissioners meeting attendance. She stated that the Design Review Commission does not meet very often, but when there is a meeting scheduled we seem to be struggling for a quorum. She informed the Commissioners that the purpose of this discussion was to take in suggestions in an attempt to solve this problem

Upon discussion among the Commissioners it was determined that three absences within a 12 meeting period would be inexcusable and the Commissioner in question will be asked to resign.

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V. ADJOURNMENT:

There being nothing further to come before the Design Review Commission, on motion by Commissioner Ozer and second by Commissioner McClinton, the Design Review Commission meeting of October 4, 2006 was adjourned at 8:35 p.m.

Respectfully Submitted:

Sylvia Gonzalez, Staff Liaison

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Exhibit 1



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Village of La Grange
53 S. La Grange Road, La Grange, IL 60525
Phone (708)579-2320 Fax (708)579-0980

DESIGN REVIEW PERMIT APPLICATION

Case No.: 69
Date Submitted: 7-27-04
UARCO No.: 76076

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

Application is hereby made by (Please Print): RANDY COX (FACILITIES MANAGER)

Address: 5650 BRADMAN COUNTY ROAD, IL Phone: 708-774-9976

Owner of property located at: 26 S. LA GRANGE ROAD LA GRANGE IL.

* Permanent Real Estate Index No.: 18-04-125-052-0000 ; 18-04-125-053-0000

Present Use: RETAIL/OFFICE Present Zoning Class: _____

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

The applicant must provide the following **DATA AND INFORMATION**:

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

See Attached

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

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

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

The minimum fee shall be payable at the time of the filing of such request. It is also understood that the applicant shall reimburse the Village, any additional costs over and above these minimums which are incurred by the Village. Such additional costs shall be paid by the applicant prior to the Board of Trustees making a decision regarding the request.

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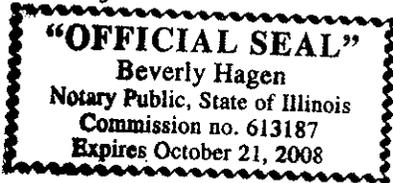
I, undersigned, do hereby certify that I am the owner, or contract purchaser (evidence of title or other interest you have in the subject property, date of acquisition of such interest, and the specific nature of such interest must be submitted with application) do hereby certify that the above statements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

X James Mueggen 5 S. LaGrange Road (Signature of Owner or Contract Purchaser) (Address)

X Illinois LaGrange 60525 (State) (City) (Zip Code)

X Subscribed and sworn to before me this 26TH day of July, 2006

X Beverly Hagen (Notary Public)



(Seal)

Enclosures: _____

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July 26, 2006

Design Review Permit Application For:

26 South LaGrange Road
LaGrange, IL 60525

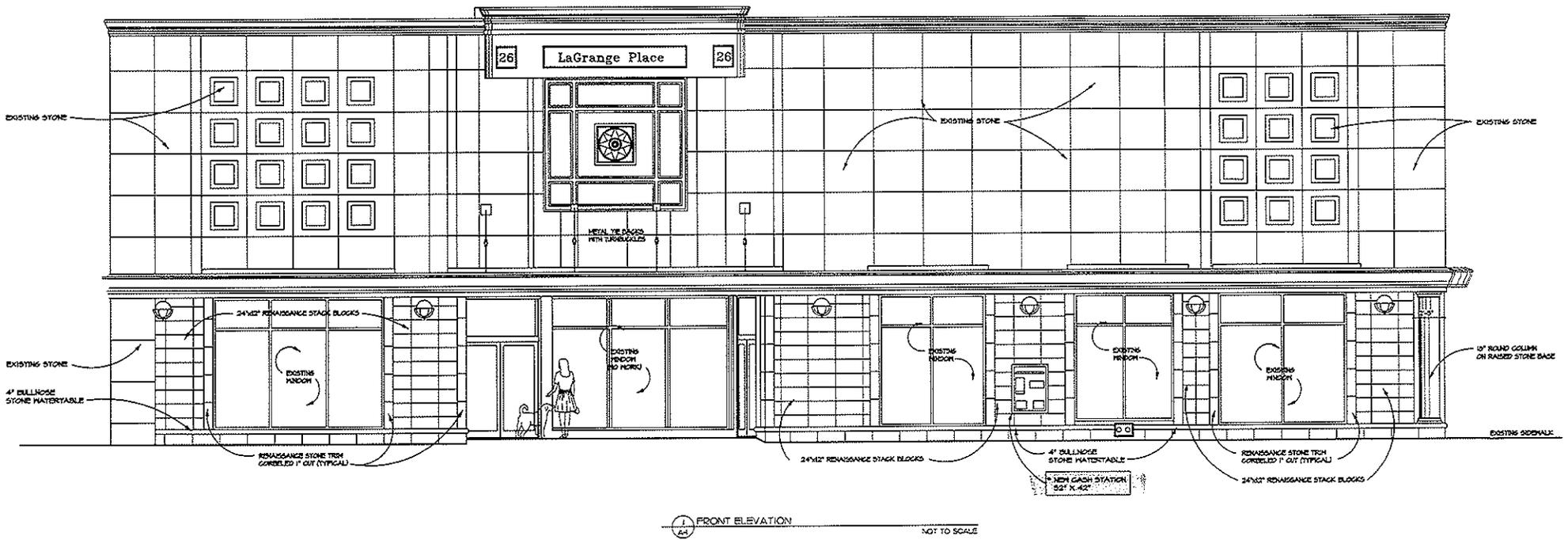
Project Scope: To add a in-wall cash station machine to the National City Bank at the LaGrange Road face of the stone building at 26 South LaGrange Road. The location is shown on the attached front elevation.

Data and Information:

- 1.) The location of the new cash station machine is shown on the attached drawing of the LaGrange Road elevation at 26 South LaGrange Road.

All existing materials, colors, textures, details, etc. shall remain as is from the previously approved design which was built. Only the stainless steel cash station shall be added.
- 2.) The previous façade renovation by Burcor Properties has already achieved purpose of the Design Review District. The cash station is just a small non-impact item on the large front elevation.
- 3.) The visual compatibility of the existing building at 26 South LaGrange Road will not be affected by the cash station. Thus, the listed features below shall not be impacted by this remodel.
 - a. Height:
 - b. Proportion of Front Façade:
 - c. Proportion of Openings:
 - d. Rhythm of solids to voids in Front Façade:
 - e. Rhythm of spacing and buildings to streets:
 - f. Rhythm of Entrance Porch and other projections:
 - g. Relationship of materials, textures and color:
 - h. Roof shapes:
 - i. Walls of continuity:
 - j. Scale of building:
 - k. Directional expression of Front Façade:
- 4.) The quality of design and site development for this existing building shall not alter; The open space, quality of materials, general design and general site development.

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4-A-12

Front Elevation

NOT TO SCALE

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A Project For: **Cash Station for 26 South LaGrange Road**
 LaGrange, Illinois
 Barcor Properties
 26 South LaGrange Road - LaGrange, Illinois 60525 708.514.0916

FILE NO: 08-002
 DRAWN BY: Randy K. King
 DATE: July 21, 2008

REVISIONS:
 July 21, 2008

Architects
 By Design, P.C.

109 Ogden Avenue
 Carolan, Illinois 60514
 Phone: (330) 323-8604
 Fax: (330) 323-9615

SHEET NO:
A-1
 OF 1 SHEETS

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: October 9, 2006

RE: **ENGINEERING SERVICES AGREEMENT –
STREET CONDITION SURVEY**

The FY 2006-07 Operating and Capital Improvements budget reflects \$25,000 for a street condition survey. This report represents the next generation of street rehabilitation priorities for the Village. The first survey completed in 1995 ranked neighborhoods in priority order based upon an engineering analysis of pavement condition and drainage. When Neighborhood 'G' is completed next year, over 90% of all Village streets will have been resurfaced and received drainage improvements within the past 15 years. As the neighborhood paving projects have largely been completed, a new study is warranted in order to: (1) preserve the street sub-surface with a preventative maintenance schedule of resurfacing as needed and (2) establish priorities and budgets for street reconstruction.

The proposed report will be a more comprehensive study than the first. Street priorities will be identified by a rating system which takes into consideration water and sewer infrastructure data, traffic volumes and life expectancy. Sewer infrastructure information will come from the data being collected from our Sewer Televising Program while water infrastructure will be based upon research into water main maintenance.

Attached for your consideration is an engineering services agreement from Heuer and Associates, our Village Engineer. Mr. Heuer proposes to collect, analyze and evaluate data, and recommend a strategy for future roadway improvements by surveying, documenting, compiling and analyzing data. The final step will include the preparation of a planning report. Mr. Heuer proposes to complete this project for an amount not to exceed \$25,397. We have reviewed the proposal and find it to be in order with our project expectations.

We recommend that the engineering services agreement for a street condition survey and planning report as submitted by Heuer and Associates in an amount not to exceed \$25,397 be approved.

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ENGINEERING SERVICES AGREEMENT

Pavement Condition Assessment Project

This Agreement between the VILLAGE OF LAGRANGE, hereinafter called the "CLIENT", and HEUER AND ASSOCIATES, P.C., hereinafter called the "ENGINEER", has been prepared and executed to provide the services required for the preparation of a planning report intended to evaluate current pavement conditions and prioritize future paving improvements for the Village of LaGrange. Included in this Agreement are provisions which establish the nature and extent of services rendered, the estimated cost for these services, the basis upon which compensation will be determined, and the guidelines by which this Agreement will be administered.

A. SCOPE OF SERVICES

The condition of the roadway pavements maintained by the Village of LaGrange was last evaluated in 1995, and the results published in a report dated December 14th of that year. The report documented the condition of all roadway segments within municipal jurisdiction and delineated seven neighborhood planning areas that were recommended for sequential improvement based upon a condition priority. Budgeting and planning for the improvement program was conducted during 1996 and the construction of improvements within the first neighborhood planning area was completed in 1997. Since that time the Village has successfully completed improvements throughout the various neighborhood areas, making adjustments to scope and priority as determined to be required.

Recognizing that it has been about ten years since the last pavement evaluation, and that the improvements programmed for the defined neighborhood areas have been largely completed, a new survey is now warranted to prepare for the next planning period. The project encompassed by this Agreement intends to address this need, providing the services necessary to document, evaluate, and recommend a strategy for the future improvement of the roadway infrastructure.

The engineering tasks involved in this project encompass a number of activities that are required to develop the planning report and guidance necessary to administer the next series of programmed improvements. In meeting this objective, work elements will include documentation of existing conditions, the compilation and analysis of condition data, and the preparation of the final planning report. These engineering services will consist of three basic work tasks as defined in the following.

TASK 1: Observation and Documentation

This activity involves the inspection and documentation of roadway and drainage system conditions.

TASK 2: Data Compilation and Analysis

This task involves the preparation of data tables, a condition analysis, preparation of cost estimates, and the ranking of roadway segments required to establish program priorities.

TASK 3: Preparation of Planning Report

This task involves the preparation of the final report detailing the findings of the survey and analysis, and the recommendations for the next planning cycle.

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B. SCHEDULE OF SERVICES

The following schedule pertaining to the work tasks defined for this project has been prepared to establish the projected duration of the project. Since much of the work involves the implementation of construction activities, which is largely dependant on contractor progress, the completion dates may necessarily change.

TABLE 1: PROJECT SCHEDULE	
Work Task	Completion Date
Task 1: Observation and Documentation	October 2006
Task 2: Data Compilation and Analysis	November 2006
Task 3: Preparation of Planning Report	December 2006

C. COST REIMBURSEMENT

Reimbursement for costs incurred to provide the specified engineering services shall be based upon the hourly rate schedule established in Table 2 of this Agreement. The hourly rates shall be applicable over the duration of the project defined in Table 1. Should the project duration extend beyond the work schedule, the rates specified may be amended to account for changes in the ENGINEER'S cost for providing services.

TABLE 2: HOURLY RATE SCHEDULE	
Labor Category	Hourly Rate
Principal Engineer	\$115.93
Senior Engineer	\$97.54
Staff Engineer	\$82.26
Staff Engineer	\$80.87
Staff Engineer	\$79.84
Staff Engineer	\$74.77
Technician	\$64.80

Billing for services provided under this Agreement shall occur as costs accrue and project tasks are completed. Billing statements will be issued on monthly or other appropriate intervals determined by project schedule. All cost reimbursement requests will reflect the hourly rates approved under this Agreement. An upper limit of cost for services provided under this Agreement, has been computed as shown in Table 3. Displayed in this table are the time and cost assignments expected to be incurred to complete the project work tasks. The upper limit may be amended with the approval of the CLIENT, should the scope of services change imposing an increase in cost for the ENGINEER. At this time the specified upper limit which the ENGINEER will not exceed without this Agreement being formally amended is \$25,397.20.

TABLE 3: COMPUTATION OF PROJECT COST						
Labor Category	Hourly Rate	Task 1: Observation & Documentation	Task 2: Data Comp. & Analysis	Task 3: Planning Report	Total Hours	Total Cost
Principal Engineer	\$115.93	10	10	40	60	\$6,955.80
Senior Engineer	\$97.54	10	25	25	60	\$5,852.40
Staff Engineer	\$82.26	40	20	10	70	\$5,758.20
Staff Engineer	\$80.87	0	0	0	0	\$0.00
Staff Engineer	\$79.84	0	0	0	0	\$0.00
Staff Engineer	\$74.77	10	0	30	40	\$2,990.80
Technician	\$64.80	0	40	10	50	\$3,240.00
Hour Sub-totals:		70	95	115	280	
Cost Sub-totals:		\$6,172.80	\$7,835.00	\$10,789.40		
Other Direct Costs: Reproduction						\$600.00
TOTAL for Engineering Services. . . .						\$25,397.20

D. GENERAL PROVISIONS

The following provisions for consulting engineering agreements have been attached for work conducted under this project.

1. General

The CLIENT and the ENGINEER agree that the following provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

2. Responsibility of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports, and other services. The ENGINEER shall not be responsible for the accuracy of that information provided by the CLIENT or other agencies for the completion of the work completed under this Agreement.

(b) The ENGINEER shall perform such professional services as may be necessary to accomplish the

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work required to be performed under this Agreement. Approval by the CLIENT of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of his work. Neither the CLIENT'S review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement.

3. Scope of Work

Except as may be otherwise specifically limited in this Agreement, the services to be rendered by the ENGINEER shall include all reasonable and customary services required to complete the work tasks specified for the project.

4. Changes

- (a) The CLIENT may, at any time, by written order, make changes within the general scope of services or work to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost of, or time required for, the performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the ENGINEER for adjustment under this clause must be asserted in writing within 30 days from the date of notification of change unless the CLIENT grants an extension of time.
- (b) No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the CLIENT.

5. Termination

- (a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (b) If termination for default is effected by the CLIENT, an equitable adjustment in the price provided for in this Agreement shall be made, but any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs occasioned to the CLIENT by reason of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CLIENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

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- (c) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CLIENT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process. Upon termination the CLIENT may take over the work and prosecute the same to completion by Agreement with another party.
- (d) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the CLIENT and an adjustment to the price shall be made as noted above.

6. Remedies

- (a) Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the CLIENT and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by the arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs (c) and (d) below. This Agreement, and any other Agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.
- (b) Notice of demand for arbitration must be filed in writing with the other party to this Agreement, and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (c) All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).
- (d) No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joined or in any other manner, any additional party not a party to this Agreement.
- (e) By written consent signed by all parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs (c) and (d) above may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in

such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

- (f) The award rendered by the arbitrators will be final, not subject to appeal, and judgement may be entered upon it in any court having jurisdiction thereof.

7. Payment

- (a) The ENGINEER may submit payment requests based upon the value of the work and services performed by the engineer under this Agreement.
- (b) The payments requested by the ENGINEER shall be made by the CLIENT to the ENGINEER within thirty (30) days upon submission of invoice statements. A one and one half percent monthly interest fee may be assessed by the ENGINEER for late payment beyond the thirty day processing period. When progress payments are made, the CLIENT may withhold up to ten percent of the amount until satisfactory completion by the ENGINEER of work and services called for under this Agreement. When the CLIENT determines that the work under this Agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the CLIENT, he shall release to the ENGINEER such excess amount.
- (c) Upon satisfactory completion by the ENGINEER of the work called for under the terms of this Agreement, and upon acceptance of such work by the CLIENT, the ENGINEER will be paid the unpaid balance of any money due for such work, including the retained percentages relating to this portion of the work.
- (d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement for such work, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the ENGINEER shall execute and deliver to the CLIENT a release of all claims against the CLIENT arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.

8. Project Design

- (a) In the performance of this Agreement, the ENGINEER shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods and processes.
- (b) The ENGINEER shall not, in the performance of the work called for by this Agreement, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the ENGINEER to be available only from a sole source, unless such use has been adequately justified by the ENGINEER as necessary for the minimum needs of the project.
- (c) The ENGINEER shall not, in the performance of the work called for by the Agreement, produce

a design or specification which would be restrictive. No specification for bids or statement of work may be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements, unless such requirements are necessary to test or demonstrate a specific usage, or to provide for necessary interchangeable parts and compatibility with equipment, or unless equivalent "or equal" performance criteria will be allowed as part of the competitive bid evaluation.

- (d) The ENGINEER shall report to the CLIENT any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

9. Subcontractors

- (a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the CLIENT during the performance of this Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the CLIENT.
- (b) Except as otherwise provided in this Agreement, the ENGINEER may not subcontract services in excess of thirty percent of the contract price to subcontractors or consultants with our prior written approval of the CLIENT.

10. Access to Records

The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the performance of the work under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation or support of the cost records. The CLIENT shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide proper facilities for such access and inspection.

E. AGREEMENT APPROVAL

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

Executed by the CLIENT:

____ Day of _____, 20____

VILLAGE OF LAGRANGE

53 South LaGrange Road
LaGrange, Illinois 60525
(708) 579-2318

By: _____
Elizabeth Asperger
Village President

ATTEST:

By: _____
Robert Milne, Village Clerk

Executed by the ENGINEER:

27 Day of September, 2006

HEUER AND ASSOCIATES, P.C.

2315 Enterprise Drive, Suite 102
Westchester, Illinois 60154
(708) 492-1000

By: _____
Thomas A. Heuer, P.E.
President

4-B.8

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

October 9, 2006

Consolidated Voucher 061009

<u>Fund No.</u>	<u>Fund Name</u>	<u>10/09/06 Voucher</u>	<u>10/06/06 Payroll</u>	<u>Total</u>
01	General	120,811.00	224,055.36	344,866.36
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF	6,443.87		6,443.87
24	ETSB	3,921.82		3,921.82
40	Capital Projects			0.00
50	Water	7,815.74	29,832.50	37,648.24
51	Parking	5,550.25	18,655.20	24,205.45
60	Equipment Replacement	57,727.72		57,727.72
70	Police Pension			0.00
75	Firefighters' Pension		2,416.92	2,416.92
80	Sewer	8,181.93	6,315.71	14,497.64
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>210,452.33</u>	<u>281,275.69</u>	<u>491,728.02</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 TOWN MEETING
Ogden Avenue School / Gymnasium
Ogden and Waiola Avenue
La Grange, IL 60525

Monday, September 25, 2006 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange town meeting was called to order at 7:30 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were:

PRESENT: Trustees Cremieux (arrived at 8:00 p.m.), Horvath, Langan, Livingston, Pann and Wolf with President Asperger presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Community Development Director Patrick Benjamin
Assistant Community Development Director Angela Mesaros
Environmental Health / Development Supervisor, Curt Trusner
Finance Director Lou Cipparrone
Public Works Director Ken Watkins
Assistant Public Works Director Mike Bojovic
Public Works Foreman Russell Davenport
Police Chief Mike Holub
Fire Chief David Fleege
Suburban Life Reporter Joe Sinopoli

2. PRESIDENT'S REPORT

President Asperger welcomed all to the first in a series of Town Meetings being held in various areas of the Village and began by introducing Village officials and noting their years of service. Village Clerk Robert Milne 13 years; Trustee Mark Langan 6 years; Trustee Richard Cremieux 5 years; Trustee Nick Pann 4 years; Trustee Tom Livingston 3 years; and Trustees Mike Horvath and Barb Wolf 1 year. President expressed her privilege in working with all of her constituents.

4-D

President Asperger explained that there would be a brief business meeting prior to opening the floor for audience comments and questions.

President Asperger stated that continued discussion of the Zoning Code Amendments will be conducted at the next meeting of the Plan Commission on Tuesday, October 10 at 7:30 p.m. in the Village Hall.

The week of October 9 is National Fire Prevention Week and President Asperger invited all to attend the Fire Department's open house on Sunday, October 8 from Noon to 4:00 p.m. This family event provided by the Fire Department, located at 300 West Burlington Avenue, will have a safety trailer on site and giveaways for children.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Award of Contract – Leaf Hauling and Disposal (Great North Industries, Darien, Illinois - \$5.46 per cubic yard)
- B. Ordinance (#O-06-31) – Creating an Additional Class B Liquor License, Yau's Place – 110 W. Burlington Avenue
- C. Application for CBD #46 – Façade Renovation/Restoration Loan, 16, 18, 20 West Harris, 18 West Harris LLC and Old Briar Clybourn LLC (Façade Loan \$80,000)
- D. Consolidated Voucher 060925 - \$649,566.95
- E. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, August 28, 2006
- F. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, September 11, 2006

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

Ayes: Trustees Horvath, Langan, Livingston, Pann, Wolf and President Asperger
Nays: None
Absent: Trustee Cremieux

4-0.1

Prior to opening the floor to the audience, President Asperger introduced members of staff and gave a brief description of the responsibilities assigned to each area.

President Asperger noted a number of accomplishments throughout the Village since the previous Town Meeting held in 2004. Among them were:

- the construction and opening of the parking structure in December, 2005
- the construction of the Public Plaza adjacent to the parking structure
- reconstruction of Hillgrove Avenue
- working with the Illinois Department of Transportation to improve pedestrian and traffic safety within the Ogden Avenue and La Grange Road corridors
- numerous remodeling and new single family homes
- implemented the voter approved a ¼ of 1% sales tax increase for maintenance of the Central Business District
- a special service area within the TIF District for commercial property owners to contribute their fair share to the maintenance of the Central Business District
- issued \$4.5 million bond for the construction of the parking structure
- refinanced 1998 Streetlight bonds effecting a \$100,000 savings to Village residents
- enhanced e-mail notification to residents who choose to sign up
- sewer cleaning and televising survey to determine repair and replacement needs
- disaster training
- new state of the art dispatch center
- participating in regional drug investigation leading to numerous arrests
- part-time police officer program
- new library under construction
- new hospital patient care wing

President Asperger requested the Manager's report and there being none, opened the floor to audience questions or concerns.

5. CURRENT BUSINESS

6. MANAGER'S REPORT

None

4-0.2

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

George Rotter, 1015 Arlington expressed concerns regarding the timing of traffic control signals at 47th Street and 55th Street. The timing of the traffic signals for these east and west streets creates a back-up of traffic along Brainard Avenue. Mr. Rotter also inquired about the kind of trees available for replacement within his front yard. President Asperger requested Village Manager Pilipiszyn to follow-up with the Illinois Department of Transportation (IDOT) regarding the controlled traffic timing devices and informed Mr. Rotter to contact Village Forester Don Wachter regarding available trees for replacement.

Tim Kelpsas, 67 N. Brainard as a member of the Park District Board, expressed his thanks for the Village's assistance with the new Park District facility. Mr. Kelpsas as a resident hoped the Board would continue to work with Aging Well and participate in the Chicago Region Environmental and Transportation Efficiency (CREATE) program. Mr. Kelpsas also suggested more visual notification identifying speed limits of 20 miles per hour on La Grange Road through the Central Business District. President Asperger noted that the Village is aware of these items and directed staff to research other municipalities with regards to additional speed control devices.

Don Johnston, 240 S. La Grange Road expressed his concerns regarding truck traffic on La Grange Road. Although La Grange Road is not a designated truck route, Mr. Johnston feels there is a lack of enforcement and excessive use by gravel trucks. Mr. Johnston also continues to have issues with police enforcement of proper lane usage by trucks. President Asperger requested Police Chief Mike Holub to respond but noted that reference to gravel trucks should be addressed by the Quarry Hotline 1-800-WEHEARU. Chief Holub noted that the newly approved part-time police officer program has allowed additional enforcement along La Grange Road. When programmed enforcement occurs, many of the suggested violations are not observed by Officers.

Bob Battista, 77 Bassford inquired about the status of the YMCA. President Asperger noted the Village's disappointment in the decision to close the facility. Trustee Langan indicated that the Metro YMCA in Chicago is attempting to identify alternate sites.

Mark Shure, 334 S. La Grange Road inquired about meetings with the Illinois Department of Transportation (IDOT) and status of truck weight enforcement. President Asperger requested Village Manager Robert Pilipiszyn to respond. Manager Pilipiszyn noted that staff met with IDOT last fall and has had multiple telephone conversations since then which have resulted in successfully achieving agreement on several functional and signage improvements, critical among them a "No Right Turn on Red" at 47th Street and La Grange Road. Implementation of some of these items is still pending. Chief Holub advised of several mobile overweight details which have occurred over the past year in cooperation with the

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Cook County Sheriff's Office. Although not as visible, roving patrols are more effective. The number of overweight violations is minimal.

Amye Mc Pherson, 133 S. Stone stated that since truck traffic was a concern to the Village, why not eliminate truck traffic altogether as was accomplished in Elmhurst. President Asperger explained that York Road in Elmhurst is local however La Grange Road is a state highway and regulated by IDOT. Ms. Mc Pherson noted her concerns with speeding on Stone Avenue and the need for a stop sign at Stone Avenue and Elm Avenue. President Asperger noted her concern and requested staff to investigate. Ms. Mc Pherson also expressed a desire to revise parking restrictions near Elm Park. President Asperger informed her of the procedures to petition the Parking Commission for consideration of requested changes.

Linda Christianson, 131 S. Edgewood requested information on tree replacement due to Dutch Elm disease. Public Works Director Ken Watkins noted replacement would occur in the spring.

Marge Miller, 150 N. Brainard noted her pleasure with the beautification in the West End Business District and requested the Board add planters and benches as in the Central Business District. President Asperger stated that the West End Business District is not in the TIF District, however, funds could be budgeted for the purchase of these items.

Tia Marakas, 424 S. Stone expressed concerns with speeding traffic on Stone Avenue. President Asperger indicated the newly approved part-time police officer program would help enforcement in this area. Ms. Marakas also expressed issues with the Plan Commission and the delay in the construction of the La Grange Public Library. President Asperger noted the process took longer than was originally estimated and requested Library Board Member Mary Nelson confer with Ms. Marakas after the town meeting. Village Attorney Burkland explained and clarified the Plan Commission's role and process in collaboration with the Library to achieve a final development which meets zoning codes and standards. Ms. Marakas continued to express her belief that the Plan Commission did not conduct itself properly on the Library matter. President Asperger explained that the Plan Commission plays an extremely important role to enforce code and planning throughout the Village. President Asperger explained the process which included several public hearings allowing residents the opportunity to express their views and concerns.

Don Johnston, 240 S. La Grange Road does not believe that enough is being done to alleviate truck traffic on La Grange Road.

4-0.4

Orlando Coryell, 115 S. Spring suggested the use of technology through video cameras to enforce traffic on La Grange Road. Mr. Coryell also suggested the possibility of installing speed bumps to slow traffic. President Asperger noted his comments would be taken under consideration.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

None

10. ADJOURNMENT

At 9:05 p.m. it was moved by Trustee Langan and seconded by Trustee Pann to adjourn. Approved by unanimous voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Robert N. Milne, Village Clerk

Approved Date

4-0.5

CURRENT BUSINESS

Village of La Grange
Finance Department

BOARD REPORT

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

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

DATE: October 3, 2006

RE: **PRESENTATION - FY 2005-06 COMPREHENSIVE ANNUAL
FINANCIAL REPORTS**

Under separate cover, you have received a copy of the Comprehensive Annual Financial Report (CAFR) of the Village of La Grange for the Fiscal Year May 1, 2005 to April 30, 2006, as prepared by the Finance Department and reviewed by our auditors, Sikich L.L.P. In addition, you have received: 1) the FY 2005-06 Management letter stating there were no findings of material weaknesses involving the Village's internal controls and operations, 2) a report regarding Auditing Standards Statement No. 61 requiring certain matters be communicated to the Village Board including: the Village had no significant and unusual transactions, all material estimates were reasonable, audit adjustments were recorded and there were no disagreements with management, 3) an audit representation letter stating the Village has made all financial data and records available to the auditors and we are unaware of any material transactions or disclosures which have not been conveyed to the auditors, and finally 4) a TIF District compliance letter stating the Village has complied with the provisions of the Illinois Tax Increment Redevelopment Act (Illinois Public Act 85-1142).

Sikich L.L.P. has rendered an unqualified or "clean" opinion for the Village of La Grange, stating that the financial statements present fairly, in all material respects, the financial position of the Village and results of its operations as of April 30, 2006. The unqualified opinion also reflects that the financial statements are prepared and presented in conformity with generally accepted accounting principles.

Mr. Dan Berg, a partner with Sikich L.L.P. will be in attendance at the Board meeting on October 9, 2006 to present a brief overview of the audit report and to answer any questions you may have regarding the FY 2005-06 financial statements.

At the conclusion of the discussion, it would be appropriate for President Asperger to accept the report on behalf of the Village Board. No further action is required. Village staff will submit the CAFR to the Government Finance Officers' Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting. The Village has received this prestigious award for ten consecutive years.

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Hard copies of the audit report are on file at the La Grange Public Library, in the Village Clerk's office and in the Finance Department for public inspection. Upon acceptance, an electronic copy of audited financial information will be posted to the Village's website.

EXECUTIVE SESSION

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village Clerk, Board of Trustees and
Village Attorney

FROM: Elizabeth M. Asperger, Village President

DATE: October 9, 2006

RE: **CLOSED SESSION — PROBABLE OR IMMINENT LITIGATION**

It is requested that the Village Board meet in Closed Session, in accordance with Section 5 ILCS 120/2 of the Illinois Compiled Statutes, for the purpose of discussing probable or imminent litigation.