

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, SEPTEMBER 11, 2006

7:30 p.m.

Village Hall Auditorium

53 South 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, September 11, 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. Purchase – Replacement of Mobile Data Terminals / Police Department

B. Consolidated Voucher 060911

5. CURRENT BUSINESS

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

A. Ordinance – Planned Development Final Plan and Design Review Approval to Authorize a Mixed Use Building in the C-1 Central Commercial District, 93 S. La Grange Rd., MIDCO La Grange, LLC: *Referred to Trustee Langan*

B. Ordinance – Amendment to an Existing Special Use Permit / Site Plan Approval to Construct and Operate a Nursing Care Facility, 339 S. Ninth Avenue, MML Properties, LLC: *Referred to Trustee Langan*

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 Wayfinding Signage System, Final Design Phases I and II

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
Police Department

BOARD REPORT

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

FROM: Robert Pilipiszyn, Village Manager
Michael Holub, Police Chief

DATE: September 11, 2006

RE: **PURCHASE – REPLACEMENT OF MOBILE DATA TERMINALS /
POLICE DEPARTMENT**

The FY 2008-09 Emergency Telephone Systems Board (E.T.S.B.) Fund budget provides for the replacement of eight Mobile Data Terminals (MDT's) used in our police vehicles. These MDT lap top computers and their companion communication devices (known as VRM's) were purchased in 2003. With their constant use, most of the lap top computers are in need of major repairs with one completely out of service. The manufacturer of the lap top computers, MicroSlate Inc. ceased operations in 2005 after filing for Chapter 11 shortly after we purchased them. There has not been any support or service for these lap top computers in over a year.

Through an Illinois Criminal Justice Information Authority grant, the Police Department has been awarded \$10,963 to replace two of our current lap top computers and two VRM's.

According to the ETSB Equipment Replacement Fund, we are not scheduled to replace the MDT's until FY 2008-09. With \$37,500 currently available in the ETSB Equipment Replacement Fund and the \$10,963 in grant funds, there is a total of \$48,463 available to accelerate the purchase of 8 lap top computers and 2 VRM's. With shipping and installation, the total cost will be approximately \$44,000.

The remaining VRM's are in good working condition and we do not anticipate the need to replace them in the near future. Therefore, it is our intention to replace all eight (8) lap top computers in the seven (7) marked squad cars and the lap top computer in the investigators vehicle. In addition, two of the VRM's will be replaced in the marked squad cars. One of the replaced VRM's will be kept as a spare and one will be installed in the second investigators vehicle along with one of the better MicroSlate laptops.

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We propose to purchase these devices through the state purchasing contract. The vendor awarded the state purchasing contract for these MDT's and VRM's is CDS Office Technologies of Springfield, Illinois. We will purchase a maintenance contract for these items from a local electronics vendor after the one year warranty expires.

Despite the sufficient funds due to a combination of accrued funds to date and the acquisition of grant funds, a budget amendment is still necessary. Attached for your consideration is the required budget amendment form requesting a budget amendment and a resolution which formally incorporates the budget amendment into the FY 2006-07 Operating and Capital Improvements Budget.

It is our recommendation that the Village Board authorize staff to enter into an agreement with CDS Office Technologies of Springfield, Illinois for the purchase and installation of eight (8) MDT laptop computers and two (2) VRM's as described above in an amount not to exceed \$44,000. We further recommend approval of the attached resolution, amending the FY 2006-07 Operating and Capital Improvements Budget in the amount of \$44,000 to reflect this expenditure.

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VILLAGE OF LA GRANGE

RESOLUTION R-06-_____

BUDGET AMENDMENT – POLICE DEPARTMENT MOBILE DATA TERMINALS
– EQUIPMENT REPLACEMENT FUND

BE IT RESOLVED that the President and Board of Trustees of the Village of La Grange adopt the 2006-07 Operating and Capital Improvements Budget Amendment as set forth in the document as attached hereto and made a part here of.

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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VILLAGE OF LA GRANGE

Disbursement Approval by Fund

September 11, 2006

Consolidated Voucher 060911

<u>Fund No.</u>	<u>Fund Name</u>	<u>09/11/06 Voucher</u>	<u>09/08/06 Payroll</u>	<u>Total</u>
01	General	60.00	224,576.87	224,636.87
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF	488,692.27		488,692.27
24	ETSB			0.00
40	Capital Projects			0.00
50	Water		28,945.90	28,945.90
51	Parking		18,505.31	18,505.31
60	Equipment Replacement	515.00		515.00
70	Police Pension	322.60		322.60
75	Firefighters' Pension			0.00
80	Sewer		6,321.19	6,321.19
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>489,589.87</u>	<u>278,349.27</u>	<u>767,939.14</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-B

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: September 11, 2006

RE: **ORDINANCE – PLANNED DEVELOPMENT FINAL PLAN AND DESIGN
REVIEW APPROVAL TO AUTHORIZE A MIXED USE BUILDING IN THE
C-1 CENTRAL COMMERCIAL DISTRICT, 93 S. La Grange Rd., MIDCO La
Grange, LLC.**

In December 2004, the Village Board unanimously approved a Planned Development Concept Plan for Midco La Grange, LLC, owners of the property at 93 S. La Grange Road. The proposal was to construct a mixed-use building with retail and restaurant uses on the first floor, thirty (30) units of senior housing on the second and third floors. The subject property is the former IHOP restaurant, which has been vacant since December 2003. The building was demolished in January 2005. Since then, the applicant has kindly allowed the Village to utilize the space as a temporary CBD shopper parking lot.

Approval of the Development Concept Plan, the first phase of approval, binds the applicant and the Village with respect to the following basic elements of development: categories of uses to be permitted; general location of residential and non-residential land uses; overall maximum density of residential uses and intensity of non-residential uses; the architectural style of the development; location and extent of public and private open space including recreational amenities; location of vehicular and pedestrian circulation systems; staging of development; and the nature, scope and extent of public dedications, improvements, or contributions to be provided by the petitioner.

Final Plan Approval, the second phase of a Planned Development, serves to implement, particularize and refine the Development Concept Plan. The Final Plan functions as the permanent public record of the planned development, and the manner in which it is to be developed. Approval is based upon substantial conformity with the approved Development Concept Plan. Midco La Grange, LLC submitted an application for Final Plan Approval in December 2005.

In addition, the subject property is located within the Design Review District; therefore, a Design Review Permit is required in conjunction with the issuance of a Planned Development. Issuance of a

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design review permit is based on criteria established by the Zoning Code, such as materials, design and visual compatibility.

A Plan Commission hearing was held on the application on January 10, 2006. At the hearing, the Plan Commission voted unanimously to recommend approval of the Design Review Permit and Planned Development Final Plan based on substantial conformity with the Zoning Code and Development Concept Plan. As a reminder, these are the conditions required for the Development Concept Plan:

- Declaration of Conditions, Covenants and Restrictions that include Age restrictions for tenants of the “Urban Senior” housing; restriction of resident permits from the Village’s public parking lot(s) or structure; and restriction from conversion to a not-for-profit agency. Age restrictions on this project are important for this development, because the age of residents is tied to parking demand. (A total of 23 covered parking spaces were approved under the Development Concept Plan). The reduced parking is relative to the demand of this type of use, which typically has less parking demand.
- Staff and the Village Attorney recommended a condition that a development agreement be entered into between the developer and the Village after all appropriate costs are determined and submitted with the developer’s application for Final Plan approval.
- As part of the public contribution requirement under a Planned Development, the Applicant has agreed to provide:
 1. Monetary contribution towards the design development of the Village’s public plaza in front of the parking structure;
 2. Obtain a permit for demolition of the IHOP building to allow Village temporary use of the site for public parking during the construction of the Village’s parking structure;
 3. Construction of alley improvements including the proposed turn around area
 4. Agreement for a fair share portion of the cost of the burial of overhead utilities.
- All lighting plans, photometrics, and choice of fixtures; streetscape; final screening and landscaping details; building materials; and construction staging plan be submitted for Final Plan approval of the Planned Development.

Midco has provided the Village with the Declaration of Conditions, Covenants and Restrictions and a construction staging plan. In order to finalize the Development Agreement, they requested a continuance for Final Plan Approval by the Village Board in May 2006.

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Since receiving the recommendation by the Plan Commission, one of the applicant's partners has moved on to other projects. Midco sought out and identified a replacement partner for this project. Midco is pleased that Inland Real Estate Development has expressed an interest in their La Grange project. Inland considers La Grange to be an ideal location for this proposal and has made La Grange a priority among their other senior living projects. Ever since Midco made it clear to us that Inland intends to buy the property, the Village has involved Inland in the final negotiations of the development agreement. Inland is still in the process of conducting their due diligence at the time of this writing. Therefore, you will note that all of the pending approvals reference Midco, not Inland.

Because of the pending change in ownership, there are several open issues between the Village and Midco. They are as follows: (1) notice and consent of change in ownership, and (2) transfer of liability. We are also awaiting a reply to a construction start date no later than June 1, 2007 as an additional condition.

A final, unresolved condition is strict regulation of the residential use and parking. One of the most appealing qualities of this project to the Village Board, Plan Commission and staff has been the Urban Senior living housing concept. We expect it to be built as such and managed to nothing but the highest standards of quality in all areas of operation. The Special Use being considered for this project regulates the senior living concept described above, including parking. Should market conditions or lifestyle changes occur at some point in the future, changes to the Special Use permit can only be modified by the Village Board. This process empowers future Village Boards sole discretion to not only vary the residential component (e.g. - change from senior living rental units to owner-occupied condominiums), but also require replacement parking for the parking demand to be created by a change in residential use and in a form acceptable to the Village Board at that time (e.g. - below grade on-site parking, impact fee, etc.). These matters have been included as conditions on the Special Use in the proposed Ordinance.

We expect to have these items resolved in time for your meeting. If not, we strongly advise that the item remain on your agenda for discussion. This will provide the Village Board with an opportunity to make direct inquiry of the applicant if you have any questions or comments concerning this project. Village Attorney Burkland will be able to assist you with a conclusion, depending on the direction of your deliberations.

Staff concurs with the unanimous recommendation of the Plan Commission that the Final Plan is in substantial conformity with the approved Development Concept Plan. The Village Attorney and staff have prepared the following for your consideration and with the exception of the open issues recommend their approval:

1. An ordinance granting a Design Review Permit and approving Planned Development Final Plans to construct a mixed use retail/residential building at 93 S. La Grange Road; and

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2. The Development Agreement (as required in the conditions of the Development Concept Plan approved ordinance).

Two separate motions will be required to approve these documents. (The suggested motion on the latter is to approve the development agreement and authorize the Village President and Village Clerk to sign it).

Representatives of Midco La Grange, LLC with their new partner, Inland Real Estate Development, LLC, will be in attendance at the meeting to answer any questions you may have regarding this application.

5-A.3

VILLAGE OF LA GRANGE

ORDINANCE NO. O-06-_____

AN ORDINANCE APPROVING
PLANNED DEVELOPMENT FINAL PLANS
AND A DESIGN REVIEW PERMIT
FOR A RETAIL/RESIDENTIAL MIXED USE BUILDING
AT 93 SOUTH LA GRANGE ROAD

WHEREAS, Midco La Grange, LLC (the "*Applicant*") is the legal title owner of the property commonly known as 93 South La Grange Road in the Village of La Grange (the "*Subject Property*"), which Subject Property is legally described on Exhibit A attached to and made a part of this Ordinance by this reference; and

WHEREAS, the Subject Property consists of approximately 30,150 square feet in area and is classified within the C-1 Central Commercial District pursuant to the La Grange Zoning Code; and

WHEREAS, the Applicant proposes to construct a three-story building consisting of approximately 49,368 square feet in area, 23 off-street parking spaces, and related improvements (the "*Project*"); and

WHEREAS, the Applicant previously filed applications with the Village requesting approval of a text amendment, a special use permit, planned development approval, design review approval, and modifications of certain regulations in the Zoning Code to accommodate development of the Project on the Subject Property; and

WHEREAS, the President and Board of Trustees of the Village of La Grange, by La Grange Ordinance No. 0-04-60 titled "An Ordinance Approving A Zoning Code Text Amendment, A Special Use Permit, And Planned Development Concept Plans For A Mixed Use Building At 93 South La Grange Road" and adopted on December 13, 2004 (the "*First Approval Ordinance*"), approved a text amendment, a special use permit, site plans, development concept plans, and modifications for the Project; and

WHEREAS, the Applicant now seeks approval of planned development final plans and a design review permit for the Project (the "*Application*"); and

WHEREAS, as provided in the First Approval Ordinance, the ground story of the Project will consist of approximately 14,080 square foot in total floor area with approximately 8,698 square feet of area devoted to leaseable retail commercial space, approximately 3,454 square feet devoted to restaurant space and approximately 1,928 square feet devoted to common areas for residential use; and

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WHEREAS, also as provided in the First Approval Ordinance, the second and third stories of the Project will contain 30 dwelling units encompassing approximately 29,024 square feet of floor area (35,288 gross floor area); and

WHEREAS, the La Grange Plan Commission conducted a public hearing to consider the Application on January 10, 2006, pursuant to notice thereof properly published in the Suburban Life, and the Plan Commission, after considering all of the testimony and evidence presented at the public hearing, has found the Plans to be in substantial conformity with the development concept plans approved by the First Approval Ordinance, all as set forth in the Plan Commission's Findings for PC Case #167; and

WHEREAS, the President and Board of Trustees have determined that the Application satisfies the standards established in Article XIV, Parts IV and V of the Zoning Code governing special use permits, design review permits, and planned developments;

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 into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Planned Development Final Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Article XIV, Parts IV and V of the Zoning Code, hereby approves the planned development final plans prepared by Midco La Grange LLC/HPD Cambridge, Inc. and having a last revision date of January 10, 2006, in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "*Approved Final Plans*"), subject to the conditions stated in Section 4 of this Ordinance.

Section 3. Approval of Design Review Permit. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Article XIV, Part IV of the Zoning Code, hereby approves a design review permit for the Project for the plans included as part of the Approved Final Plans attached to this Ordinance as Exhibit B, subject to the conditions stated in Section 4 of this Ordinance.

Section 4. Conditions on Approvals. The approvals of the Approved Final Plan and the design review permit granted in Sections 2 and 3 of this Ordinance are granted expressly subject to all the following conditions:

- A. Satisfaction of Conditions set forth in First Approval Ordinance. The Applicant shall fulfill and abide by all terms and conditions set forth in

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the First Approval Ordinance, including but not limited to all conditions set forth in Section 6 of the First Approval Ordinance.

- B. Unconditional Agreement and Consent. The Applicant shall execute and deliver to the Village, within 30 days after the effective date of this Ordinance, an unconditional agreement and consent in the form attached to this Ordinance and by this reference incorporated into this Ordinance as Exhibit C.
- C. Limitation on Transfers of Dwelling Units. The Applicant has not provided, and the Subject Property as developed in accordance with the Approved Final Plans will not include, sufficient off-street parking spaces for the approved number of residential dwelling units if those dwelling units are not age restricted or if the fee simple titles to those dwelling units are sold individually as condominium units. Further, the Village has found and determined, as part of its approval of the planned development concept and final plans for this Project, that it is beneficial to and in the best interests of the Village and its residents to provide age-restricted residential dwelling units of the type proposed by the Applicant. For these reason, among others, each residential dwelling unit within the building on the Subject Property shall be age-restricted, and each dwelling unit shall be transferred and occupied only in substantial and material accordance with the lease attached to this Ordinance as Exhibit D or some other instrument of transfer specifically approved in advance in writing by action of the Board of Trustees.
- D. Commencement of Construction. The Applicant shall secure a building permit and commence actual construction of the Project on or before June 1, 2007.
- E. Recording of Ordinance. This Ordinance shall be recorded against the Subject Property in the Office of the Cook County Recorder of Deeds.
- F. Materials. The Applicant shall provide the Village with samples of all final building materials, including manufacturer and product name and number, for exterior of the building on the Subject Property prior to issuance of building permits.
- G. Streetscape. The Applicant shall be required to coordinate with Village Staff and the Village Engineer and revise plans according to the Village standards for streetscape and landscaping improvements.

Section 5. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or

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regulation of the Village shall be grounds for the rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this ____ day of _____ 2006.

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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5-A.7

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lots 14, 15, 16, 17 and the South ½ of Lot 18 in Leiter's Addition to La Grange in the northeast 1/4 of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, (Except that part of said lots dedicated and taken for Alley by Plat of Dedication recorded as Document No. 10543312), in Cook County, Illinois.

Commonly known as 93 South La Grange Road, La Grange, Illinois.

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EXHIBIT B

APPROVED FINAL PLANS

[to be inserted]

5-A.9

11-E-5



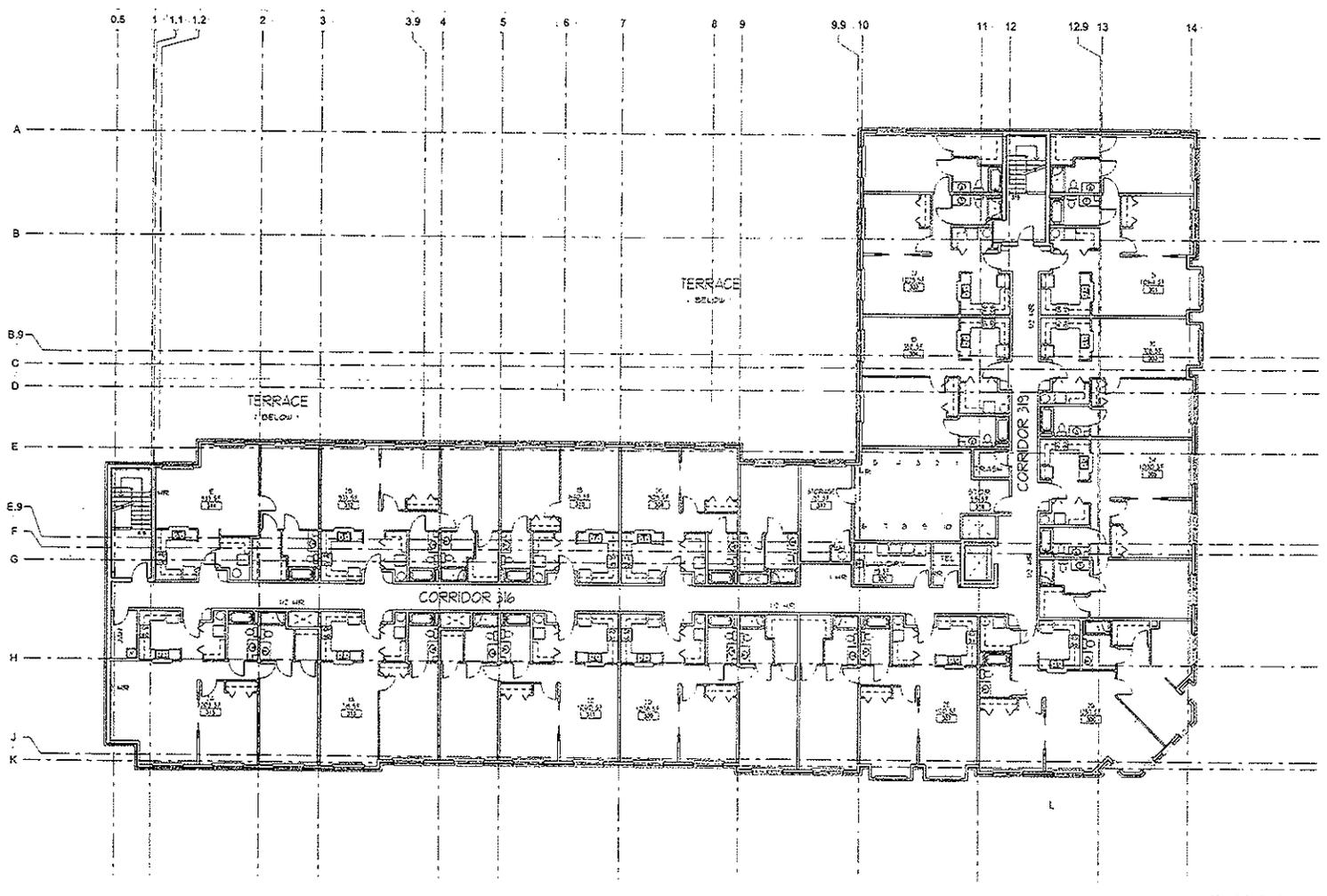
La Grange Road Elevation



Cossitt Avenue Elevation

Rendered Elevations

S-R-114

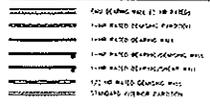


THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

FLOOR PLAN GENERAL NOTES

- 1 ALL DIMENSIONS ARE TO FACE OF SURFACE OF CONCRETE OR METAL-FACE OF FRAMING OR CENTRELINE OF GRID UNLESS NOTED OTHERWISE.
- 2 FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE UNLESS NOTED OTHERWISE.
- 3 GENERAL CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A CLEAN AND ORDERLY CONDITION. TIME OF SCOURING AND STEEL LAPPING CONNECTIONS SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTING SHALL REPORT TO THE SUPERVISOR AND SUPERVISOR SHALL REPORT ALL VIOLATIONS TO THE BUREAU OF BUILDING.
- 4 ALL EXISTING WORK IN ELECTRICAL ROOMS TO BE COMPLETED PRIOR TO THE WALL CONSTRUCTION.
- 5 WHERE ELECTRICAL, MECHANICAL, AND/OR PLUMBING ITEMS SUCH AS LIGHTS, SWITCHES, PANELS, CONDUITS, ETC. TO BE INSTALLED IN WALLS, CEILING, FLOORS, PARTITIONS, FRAMING, AND/OR STRUCTURAL ELEMENTS, IT IS REQUIRED THAT THE APPROPRIATE TRADE CONTRACTOR BE CONSULTED PRIOR TO THE CONSTRUCTION. THE GENERAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL ITEMS WITH THE TRADE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL WORK SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF WALLS AND PARTITIONS. THE ARCHITECT'S ATTENTION FOR CONSTRUCTION SHALL BE INSTALLED IN CONFORMANCE WITH THE ARCHITECTURAL DRAWINGS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ARCHITECT OF ANY ITEMS TO BE INSTALLED IN WALLS, CEILING, FLOORS, PARTITIONS, FRAMING, AND/OR STRUCTURAL ELEMENTS PRIOR TO THE START OF CONSTRUCTION.
- 6 DOOR OPENINGS IN PARTITIONS NOT INDICATED HERE ON SHALL BE LOCATED WITHIN 4" OF ADJACENT PERPENDICULAR PARTITION PROVIDED 18" CLEAR AT TOP AND 18" CLEAR AT BOTTOM.
- 7 ALL INTERIOR PARTITIONS SHALL BE TYPED AND SAVED SWATH TO INCLUDE PART OF WALL PARTITION.
- 8 USE WATER RESISTANT CURBING BOARD AT ALL AREAS SUBJECT TO WEATHER OF WHERE TILE IS USED.
- 9 PREPARE ALL FLOOR SURFACES AND WALLS AS REQUIRED TO RECEIVE FINISHES.
- 10 FINISHES ARE INSTALLED TO EXPOSE UNFINISHED METAL WALL BRACING AT 18" FROM WALLTOP, LANSHIPS, EDGE JOINTS, HANGING WALL TOPS, ETC. VERIFY EXIST BRACING LOCATIONS PRIOR TO INSTALLATION.
- 11 FLOOR FINISHES ARE REQUIRED FOR ALL ROOMS UNLESS NOTED OTHERWISE AND UNLESS FROM THE ARCHITECT.
- 12 ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH UNIFORM BUILDING CODE AND LOCAL ORDINANCES.
- 13 ALL HOV WIRE LINES SHALL BE PROPERLY INSULATED. SEE PLUMBING DRAWINGS.
- 14 CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF GUEST OPENINGS AND FINISHES WITH ARCHITECT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY FINISHES IN WALLS, FLOORS, ROOF, ETC.
- 15 PROVIDE AND INSTALL ACCESS DOORS AND PANELS IN THE WALLS AND PARTITIONS. PROVIDER SHALL BE RESPONSIBLE TO PROVIDE ACCESS TO ALL ROOMS. PROVIDER SHALL SUBMIT A PLAN OF ALL PROPOSED ACCESS DOORS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- 16 ALL FINISHING ELEMENTS SHALL BE INSTALLED WHERE READILY ACCESSIBLE TO ALL AREAS. PROVIDER SHALL COORDINATE ALL ELEMENTS LOCATIONS WITH FINISHES AND FINISHES SHALL BE INSTALLED TO MATCH THE FINISHES TO BE INSTALLED.
- 17 PROVIDE AND INSTALL STRENGTHENING BRACING BACK-UP PLATES ONLY AS SHOWN ON DRAWINGS. PROVIDER SHALL BE RESPONSIBLE TO PROVIDE ACCESS TO ALL ROOMS. PROVIDER SHALL SUBMIT A PLAN OF ALL PROPOSED ACCESS DOORS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- 18 ALL EXISTING WALLS SHALL HAVE EXIST DOOR AND HOV FINISHES. FINISHES SHALL BE PROPERLY INSULATED. VERIFY EXIST BRACING LOCATIONS PRIOR TO INSTALLATION.
- 19 REFER TO ARCHITECT'S DRAWINGS FOR ALL INTERIOR FINISHES. VERIFY EXIST BRACING LOCATIONS PRIOR TO INSTALLATION.
- 20 REFER TO ARCHITECT'S DRAWINGS FOR ALL INTERIOR FINISHES. VERIFY EXIST BRACING LOCATIONS PRIOR TO INSTALLATION.
- 21 ALL UNFINISHED PORTIONS OF BUILDINGS CUSTOMER BY FINISH CONTRACTOR SHALL BE PROPERLY MAINTAINED. MAINTENANCE BY FINISH CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ACCESS TO ALL ROOMS. PROVIDER SHALL SUBMIT A PLAN OF ALL PROPOSED ACCESS DOORS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

WALL LEGEND



FLOOR PLAN NOTES

- 1 STRUCTURAL ELEMENTS SEE STRUCTURAL DRAWINGS.
- 2 PROVIDER EQUIPPED ELEMENTS (ELECTRICAL, MECHANICAL, PLUMBING, AND/OR PLUMBING) SHALL BE INSTALLED IN CONFORMANCE WITH THE ARCHITECTURAL DRAWINGS.

WARE MALCOLM
ARCHITECTS
1000 S. LA GRANGE ROAD
LA GRANGE, ILLINOIS 60138
TEL: 630-253-1100
WWW.WAREMALCOLM.COM

HPD
HOMERIDGE PROJECTS DESIGN
1000 S. LA GRANGE ROAD
LA GRANGE, ILLINOIS 60138
TEL: 630-253-1100
WWW.HPDDESIGN.COM

TO SOUTH LA GRANGE ROAD
LA GRANGE, ILLINOIS 60138

DATE	DESCRIPTION	BY	CHKD

DATE	DESCRIPTION	BY	CHKD

FOR INFORMATION ONLY NOT FOR CONSTRUCTION

A2.3

La Grange Pointe 01.10.06
 93 S. La Grange Road
 Proposed Corner Materials

- PRECAST BAND
- HORIZONTAL ROWLOCK DENTILS
- PRECAST BAND
- BRICK DENTILS (EVERY THIRD BRICK)
- PRECAST BAND
- TERRA COTTA OR PRECAST PANEL (DESIGN FORTHCOMING) - SEE ELEVATION FOR LOCATION
- PRECAST BAND
- PRECAST BAND AND SILL
- LINE OF CANOPY
- LINE OF CANOPY
- PRECAST OR TERRA COTTA PANEL (DESIGN FORTHCOMING) - RECESS 1" TYP
- PRECAST BANDING
- RECESSED PORTION - SEE ELEVATIONS FOR LOCATIONS, RECESS 1" TYP
- ROWLOCK SILL
- PRECAST BASE AND CAP



SECTION @ CORNER
 SCALE: N.T.S.

NOTE: DIFFERENCES IN HEIGHT OF BANDING RESULT FROM FINALIZING FLOOR HEIGHTS AND WINDOW SILL HEIGHTS

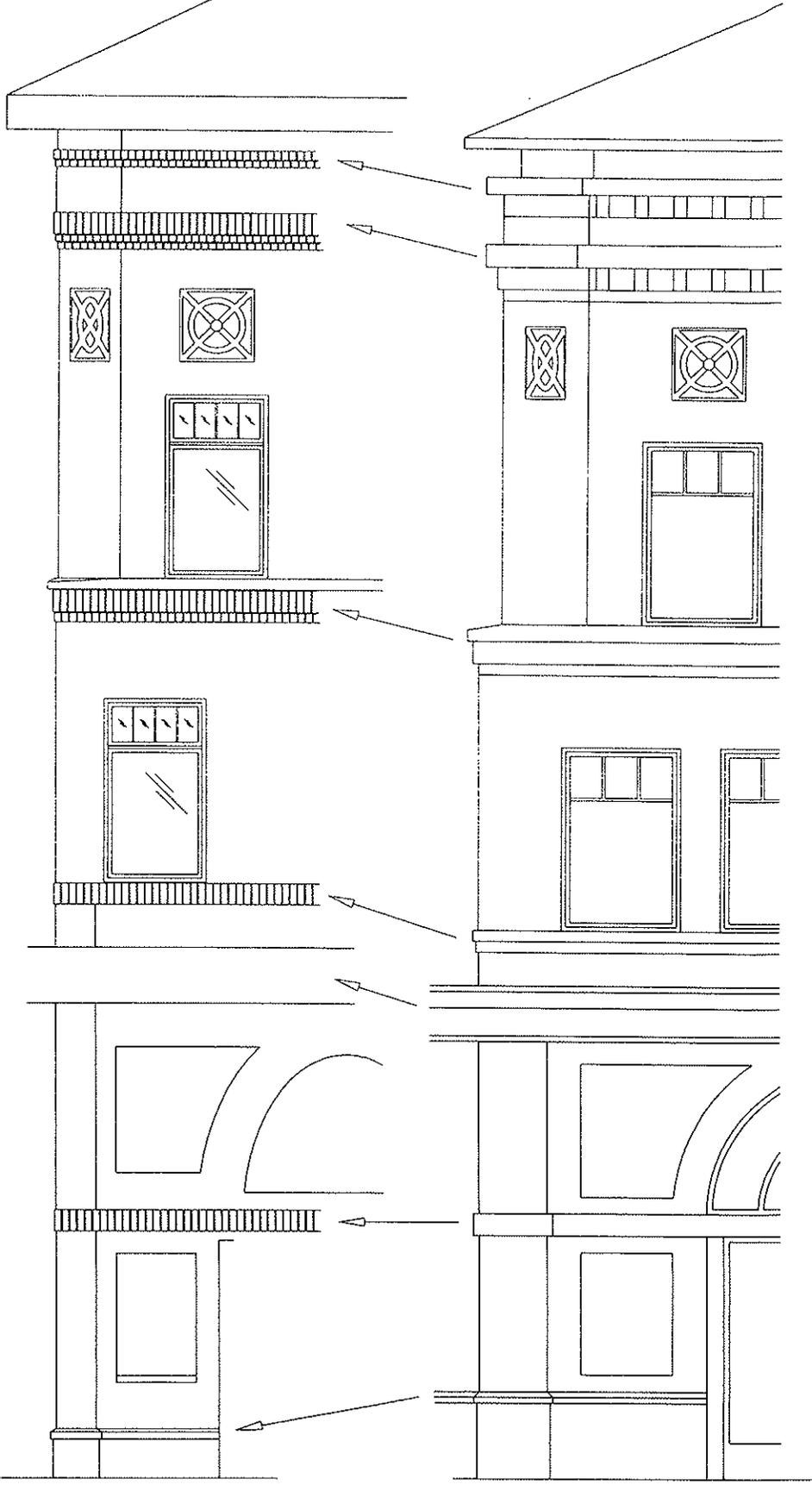
PRELIMINARY DESIGN SKETCH
 SCALE: N.T.S.

5-A-15

Exhibit B-4(1)

La Grange Pointe - Material details
 93 S. La Grange Rd. 01-10-06

- VERTICAL ROWLOCK BAND
- HORIZONTAL ROWLOCK BAND
- SOLDIER COURSE
- BRICK DENTILS (EVERY THIRD BRICK)
- TERRA COTTA OR PRECAST PANEL (DESIGN FORTHCOMING) - SEE ELEVATION FOR LOCATION
- PRECAST BAND
- SOLDIER COURSE
- VERTICAL ROWLOCK DENTIL BAND
- SOLDIER COURSE
- LINE OF CANOPY
- LINE OF CANOPY
- PRECAST OR TERRA COTTA PANEL (DESIGN FORTHCOMING) - RECESS 1" TYP
- SOLDIER COURSE
- RECESSED PORTION - SEE ELEVATIONS FOR LOCATIONS, RECESS 1" TYP
- ROWLOCK SILL
- PRECAST BASE AND CAP



SECTION @ CORNER
 SCALE: N.T.S.

NOTE: DIFFERENCES IN HEIGHT OF BANDING RESULT FROM FINALIZING FLOOR HEIGHTS AND WINDOW SILL HEIGHTS

PRELIMINARY DESIGN SKETCH
 SCALE: N.T.S.

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Exhibit B-4(2)

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, _____, _____, and _____ (collectively the "Applicant") is the legal and record title owner of the property commonly known as _____ in the Village (the "Subject Property"); and

WHEREAS, the Applicant seeks numerous approvals from the Village necessary to develop the property as a planned development with a mixed use building and related improvements in accordance with plans therefor submitted by the Applicant (the "Project"); and

WHEREAS, La Grange Ordinance No. _____, adopted by the President and Board of Trustees of the Village of La Grange on _____, 2006 (the "Ordinance"), grants approval of planned development final plans and a design review permit for the Project, subject to certain conditions; and

WHEREAS, the Applicant desires to give Village its 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 do hereby agree and covenant as follows:

1. The Applicant shall, and does hereby, unconditionally agree to, accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of that certain La Grange Ordinance No. _____, adopted by the Village Board of Trustees on _____, 2006.

2. The Applicant acknowledges and agrees that the Village is not and shall 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 does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

3. The Applicant acknowledges and agrees that (a) the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance and have considered the possibility of the rescission of the approvals granted by the Ordinance as provided for in the Ordinance, and (b) the Applicant shall not challenge any such rescission 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 shall, and does hereby, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials,

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officers, employees, agents, representatives, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicant of its obligations under this Unconditional Agreement and Consent.

5. The Applicant shall, and does hereby, agree to 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. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees and costs, and also shall include the reasonable value of any services rendered by any employees of the Village.

6. The Applicant consents to the approvals granted in La Grange Ordinance No. _____ and to the recordation of the Ordinance against the Subject Property for the purpose of providing notice that the Applicant shall be subject to the terms, conditions, restrictions, and provisions of the Ordinance.

DATED this ____ day of _____ 2006.

[APPLICANT]

[APPLICANT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[APPLICANT]

[APPLICANT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT D

LIMITATION ON TRANSFERS OF DWELLING UNITS

[to be inserted]

4015840_v2

5-19-19

VILLAGE OF LA GRANGE

**AN AGREEMENT REGARDING DEVELOPMENT
OF THE PROPERTY AT 93 SOUTH LA GRANGE ROAD
FOR THE PROJECT KNOWN AS LA GRANGE POINTE**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the ____ day of _____ 2006 (the "Effective Date"), and is by and between the VILLAGE OF LAGRANGE, an Illinois municipal corporation (the "Village"), and _____ (the "Developers").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

Section 1. Recitals.

- A. The Property is owned and controlled by the Developers.
- B. The Developers desire and propose to develop the Property with a mixed use building and related facilities, including retail uses on the first story and age-specific residential uses on the upper stories.
- C. The Developers have submitted to the Village Engineer an estimate of the cost of construction of the Improvements (as defined herein) necessary to service the Property, which cost estimate has been approved by the Village Engineer and is attached hereto and by this reference incorporated herein as **Exhibit A** (the "Approved Cost Estimate"); and
- D. The Village and the Developers desire that the Property be developed and used only in compliance with this Agreement.
- E. The Board of Trustees, after due and careful consideration, has concluded that the development and use of the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.
- F. The Board of Trustees has reviewed and considered the proposed development of the Property, and the zoning approvals requested to allow for its implementation, and have found them (i) to be consistent with the character of, and existing development patterns in, the Village and (ii) to satisfy the standards of the La Grange Zoning Code (the "Zoning Code") applicable to them.

Section 2. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Force Majeure": Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property.

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“Improvements”: All of the improvements and facilities necessary to serve the Property, including without limitation the improvements shown on Village-approved final engineering plans and final landscaping plans (see Section 4 of this Agreement), and the improvements set forth in drawings, exhibits, details, specifications, and related communications issued to the Developer by the Village including but not limited to water mains, storm sewers, sanitary sewers, streets, alleys, street and alley pavement, lighting, sidewalks, street furniture, rough and final grading, landscaping, soils, trees, sod, seeding, and other landscaping, and all other improvements required pursuant to this Agreement and the Requirements of Law.

“Project”: The public and private improvements of the Project and adjacent rights-of-way to be developed by the Developers in accordance with the plans therefor approved by the Village and with the provisions of this Agreement.

“Property”: The real property of approximately 30,176 square feet in area generally located at the northeast corner of the intersection of La Grange Road and Cossitt Avenue within the Village, and legally described in **Exhibit B** to this Agreement.

“Requirements of Law”: All applicable federal, State of Illinois, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

Section 3. Zoning of Property; Approval of Development Plans. The Property currently is classified within the Village’s C-1 Central Commercial District pursuant to the Zoning Code. Promptly after execution of this Agreement by the Developers, the Village shall adopt an ordinance, substantially in the form of the ordinance attached as **Exhibit C** to this Agreement, approving the planned development final plans for the Project.

Section 4. Approval of Engineering and Landscaping Plans. Prior to the issuance by the Village of any permit for work within the Property, the Developers shall produce (i) final engineering plans for the Project that conform with all preliminary engineering plans and (ii) final landscaping plans for the Project that conform with all preliminary landscaping plans, all of which shall be satisfactory to the Village Engineer.

Section 5. Development of the Property.

A. **General Restrictions.** Subject to any Village-approved particular terms for development and the restrictive covenants set forth in Subsection 5.C of this Agreement, and except for minor alterations due to final engineering and site work approved by the Village Engineer or the Community Development Director, as appropriate, development of the Property shall be pursuant to and in accordance with the following: (1) this Agreement, (2) Village-approved planned development final plans, site plans, final engineering plans, and final landscaping plans, (3) the La Grange Zoning Code, (4) La Grange building regulations, and (5) all other Requirements of Law. Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Easements. Utility and enforcement easements shall be granted to the Village and other governmental bodies and utility services over, on, and across the Property, including without limitation any common areas, for the purposes of enforcing applicable laws, making repairs, installing, and servicing utilities, and providing public and emergency services.

C. Restrictive Covenants. All development of and on the Property shall be subject to the following restrictions: *[add list of applicable site specific restrictions, if any]*

D. Damage to Public Property. The Developers shall maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during development of the Property and construction of the Improvements. Further, the Developers shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developers or any agent of or contractor hired by, or on behalf of, the Developers, and shall repair any damage that may be caused by the activities of the Developers or any agent of or contractor hired by, or on behalf of, the Developers. If, within one hour after the Village gives the Developers notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developers or any agent of or contractor hired by, or on behalf of, the Developers, the Developers neglect or fail to clean, or undertake with due diligence to clean, the affected public property, then the Village shall be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developers the greater of \$500.00 or the sum equal to the total cost incurred by the Village, including without limitation administrative costs.

Section 6. Improvements.

A. Developers' Duty to Construct Improvements. The Developers, at their sole cost and expense, shall construct and install all of the Improvements on the Property and within adjacent public rights-of-way and easements, including without limitation the following:

1. Public Utilities. All public utilities necessary to support the Project, including natural gas, electrical, telephone, cable, water, and sewer, and the abandonment, removal, relocation, or adjustment of public utilities found to conflict with the Project or be of no functional use to the Project or the Village.

2. Streetscape. All public sidewalk and landscape elements in accordance with the Village's streetscape standards and as specified on the approved plans, providing such visual and functional amenities as benches, tree grates, bicycle racks, decorative sidewalk finishes, sidewalk paver panels, planting areas, and lighting elements.

3. Alley Improvements. Reconstruction of the public alley abutting the Property from its intersection with Cossitt Avenue to a point of transition located 20 feet north of the north property line of the Property, including without limitation (a) widening to a 20-foot width, (b) concrete pavement removal and construction, (c) surface drainage structures and stormwater conveyance structures, (d) curb and gutter, (e) pavement transitions, (f) installation of a cul-de-sac within the alley and extending into the Property to facilitate the required turning geometry, (g) special streetscape finishes and geometry, and (h) traffic signs and markers. The concrete apron between Cossitt Avenue and the alley shall be reconstructed to accommodate

two-way travel, including widening and installation of the same improvements applicable to the alley itself.

B. Standards Applicable to Improvements.

1. General Standards. All Improvements shall be designed and constructed pursuant to, and in accordance with, the final engineering plans, the final landscaping plans, and all other applicable Village standards, and to the satisfaction of the Village Engineer. All work performed in the construction of the Improvements shall be conducted in a good and workmanlike manner and in accordance with the schedule established in Section 6.C of this Agreement. All materials used for construction of the Improvements shall be new and of first-rate quality.

2. Special Standards. All design and construction of the Improvements shall conform to the standards of the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD") and the Illinois Department of Transportation ("IDOT").

3. Contract Terms; Prosecution of the Work. The Developers and all of their contractors shall prosecute the work diligently, continuously, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed. Each Developers' contract with a contractor shall provide that the Developers may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

4. Engineering Services. The Developers shall provide, at their sole cost and expense, all engineering services for the design and construction of the Improvements, including without limitation full inspection services of a professional engineer responsible for overseeing the construction of the Improvements. The Developers shall promptly provide the Village with the name of the resident engineer and a telephone number or numbers at which the engineer can be reached at all times.

5. Village Inspections and Approvals. Village representatives shall have the full, right, permission, and authority to inspect all work on the Improvements at all times and to confirm compliance with all Requirements of Law.

6. Other Approvals. If the construction and installation of any Improvement require the consent, permission, or approval of any person, including without limitation approvals from the MWRD, from IDOT for work within the La Grange Road right-of-way, and from the Illinois Environmental Protection Agency, then the Developers shall take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any person shall commence without that prior consent, permission, or approval.

C. Schedule for Completion of Improvements. All Improvements shall be completed and made ready for inspection, approval, and any required acceptance by the Village pursuant to the construction schedule approved by the Village Engineer as part of the final engineering plans. The Developers shall be allowed extensions of time beyond the completion dates set forth in the construction schedule only for delay caused by Force Majeure. The Developers shall, within two days after any unavoidable delay commences and again within two days after the delay terminates, give notice to the Village for its review and approval of the delay, the cause for

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the delay, the period or anticipated period of the delay, and the steps taken by the Developers to mitigate the effects of the delay. Any failure of the Developers to give the required notice shall be deemed a waiver of any right to an extension of time for any the delay.

D. Final Inspections and Approvals. When the Developers determine that an Improvement has been properly completed, the Developers shall request final inspection, approval, and, as appropriate, acceptance of the Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Improvement and to prepare a punch list of items requiring repair or correction and to allow the Developers time to make all required repairs and corrections prior to the scheduled completion date. The Developers shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any Improvement until all of the Improvements, including without limitation all punch list items, have been fully and properly completed.

E. Dedication and Acceptance of Specified Improvements. The Developers shall dedicate to the Village the Improvements detailed on the approved plans, including water mains, storm sewers, sanitary sewers, streets, alleys, street and alley pavement, lighting, sidewalks, street furnishings, landscaping, soils, trees, sod, and other landscaping constructed within dedicated public rights-of-way or easements. Nothing whatsoever shall constitute an acceptance by the Village of any Improvement except only express acceptance by the Village. Prior to acceptance of the Improvements to be accepted by the Village, the Developers shall execute, or cause to be executed, all documents that the Village shall request to transfer ownership of the Improvements to, and to evidence ownership of the Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the Improvements to, and to evidence ownership of the Improvements by, the Village shall be acceptable in form and substance to the Village Attorney. The Developers, simultaneously, shall grant or cause to be granted to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.

F. Owner's Guaranty and Maintenance of Improvements. The Developers hereby guarantee the prompt and satisfactory correction of all defects and deficiencies in the Improvements that occur or become evident within two years after approval and any required acceptance of the Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the two-year period, then the Developers shall, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. If any Improvement is repaired or replaced pursuant to the demand of the Village, the Guaranty provided by this Section 6.F shall be extended, as to the repair or replacement, for two full years from the date of the repair or replacement. If an owners' association is required to be created pursuant to a declaration meeting the requirements of Section 8 of this Agreement, then, unless the owners' association has assumed all responsibility for maintenance, and, in all events, for a period of at least two years after Village approval, the Developers shall, at their sole cost and expense, maintain, without any modification, except as specifically approved by the Village Engineer, in a first-rate condition, at all times, the Improvements. If the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Developers

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are not adequately maintaining, or have not adequately maintained, any Improvement, then the Village may, after 10 days' prior written notice to the Developers, enter on any or all of the Property for the purpose of performing maintenance work on and to any affected Improvement. If the Village shall cause to be performed any work pursuant to this Section 6.F, then the Village shall have the right to draw from the performance securities deposited pursuant to Section 10 of this Agreement, or the right to demand immediate payment directly from the Developers, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including without limitation legal fees and administrative expenses. The Developers, after demand by the Village, pay the required amount to the Village.

G. Issuance of Building and Occupancy Permits. The Village shall have the absolute right to withhold any building permit or certificate of occupancy at any time the Developers are in violation of, or is not in full compliance with, any term of this Agreement.

H. Completion of Construction. If the Developers fail to diligently pursue all construction, as required in, or permitted by, Sections 5 and 6 of this Agreement, to completion within the time period prescribed in the building permit or permits issued by the Village for the construction, and if the building permit or permits are not renewed within three months after expiration, the Developers shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If the Developers fail or refuse to remove the buildings, structures, and improvements as required, then the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of the buildings, structures, and improvements, and the Village shall have the right to charge the Developers an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs.

Section 7. Construction Traffic and Parking; Streets.

A. Designated Traffic Routes. The Village may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. The Developers shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic.

B. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Property or in areas designated by the Village.

C. Streets and Alleys.

1. Developers' Requirement. All streets and alleys designated to be dedicated to the Village, if any, shall be constructed and dedicated to the Village in accordance with this Agreement.

2. Protection of Final Surface Course. Except with the prior express consent of the Village, no construction traffic shall be permitted to utilize any street or alley to be dedicated to the Village after installation of the final surface course of that street or alley. If the

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Developers use the street or alley for construction traffic, then the Developers shall keep the street or alley free and clear of mud, dirt, debris, obstructions, and hazards and shall, after the use is no longer necessary, restore and repair that street or alley to Village standards.

3. Dedication and Acceptance. No street or alley shall be deemed to be accepted by the Village, and the Village shall have no obligation or liability in respect of the street or alley, until the street or alley has been completed, approved, and accepted by the Village in accordance with Subsection 6.E of this Agreement. The Developers acknowledge and agree that (a) the Village shall not be obligated to accept any street or alley until all construction traffic on the street has ceased and the street or alley has been completed and, if necessary, restored and repaired as required by this Agreement and (b) the Village shall not be obligated to keep any street or alley cleared, plowed, or otherwise maintained until the street or alley has been completed, approved, and accepted by the Village in accordance with this Agreement, or until other arrangements satisfactory to the Village Engineer, in the Village Engineer's sole and absolute discretion, shall have been made.

Section 8. Declaration of Covenants. Prior to the issuance of a building permit for the Property, a declaration of covenants, acceptable in form and substance to the Village Attorney, shall be recorded against the Property. The declaration must be approved by the Board of Trustees prior to becoming effective.

Section 9. Fees, Dedications, Donations, and Contributions.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developers shall pay to the Village, immediately after presentation of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. Further, the Developers agree that they will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developers during the term of this Agreement in connection with the use and development of the Property. Further, the Developers agree that they shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developers shall pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

C. Dedications, Donations, and Contributions to the Village. The Developers shall dedicate sites, easements, and rights-of-way as required by this Agreement, including without limitation all of the following:

1. Easement for Cul-De-Sac. The Developers shall grant to the Village a permanent, irrevocable easement in a form satisfactory to the Village Engineer and the Village Attorney providing for access to the Property over the alley cul-de-sac as a vehicular turnaround for general public use and for inspection, maintenance, repair, and replacement of the alley cul-de-sac.

2. Reimbursement for New Electrical, Communications Utilities. Prior to issuance of any building permit authorizing above-ground work on the Property, the Developers shall pay the Village the sum of \$170,711.59 as its proportionate share of the costs and expenses incurred by the Village for the relocation and construction of improved electrical power and communications utilities within the alley right-of-way and easements, serving the Property and adjacent property.

3. Open Space Contribution. The Developers shall contribute \$50,000.00 to the Village for public open space improvements. The Village shall spend that contribution on improvements within the same block as the Property. The contribution shall be paid within five business days after issuance by the Village of the first building permit for work within the Property.

Section 10. Performance Security.

A. Performance and Payment Letter of Credit or Bond. As security to the Village for the performance by the Owner of the Owner's obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developers shall deposit with the Village Manager the following:

1. Inspection and Legal Work Escrow. A \$10,000 inspection and legal work escrow to be drawn upon for engineering, additional legal costs, special inspections, or analyses costs that are incurred by the Village that must be provided by outside vendors ("***Inspection and Legal Work Escrow***"). If the debits to the Inspection and Legal Work Escrow reduce the balance to \$1,000 at any time, then the Developers are required to restore the Inspection and Legal Work Escrow to the \$10,000 level. The remainder of the Inspection and Legal Work Escrow shall be distributed to the Developers within 60 days after issuance of the final Certificate of Occupancy for the Project.

2. Letter of Credit or Bond. A performance and payment letter of credit in a total amount equal to 105 percent of the Approved Cost Estimate ("Performance and Payment Letter of Credit"); or a performance and payment bond in a total amount equal to 125% of the Approved Cost Estimate ("Performance and Payment Bond"). The letter of credit or bond shall be referred to from time to time as the "Performance and Payment Security".

B. Maintenance of Security. The deposit of the Performance and Payment Security and the Inspection and Legal Work Escrow shall be a condition precedent to the effectiveness of the Village's approval of the planned development final plans. At any time after satisfactory completion of 50 percent of the Improvements, as determined by the Village Engineer, the

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President and the Board of Trustees of the Village may reduce the amount of the required Inspection and Legal Work Escrow in their sole and absolute discretion; provided, however, that, if the Developers have deposited a Performance and Payment Bond with the Village, then the Inspection and Legal Work Escrow shall not be reduced to an amount less than 5 percent of the Approved Cost Estimate. The Performance and Payment Security and the Inspection and Legal Work Escrow shall be maintained and renewed by the Developers, and shall be held in escrow by the Village, until approval and acceptance, where appropriate, of all the Improvements by the Village pursuant to Subsections 6.D and 6.E of this Agreement and until the posting of the Guaranty Letter of Credit required by Subsection 10.C below. After the acceptance and posting of the Guaranty Letter of Credit, the Village shall release the Performance and Payment Security and any amounts remaining in the Inspection and Legal Work Escrow.

C. Guaranty Letter of Credit. As a condition of the Village's approval and acceptance, where appropriate, of any or all of the Improvements pursuant to Subsections 6.D and 6.E of this Agreement, the Developers shall post a letter of credit in the amount of 10% of the actual total cost of the Improvements as security for the performance of the Developers' obligations under this Agreement (the "Guaranty Letter of Credit"). The Guaranty Letter of Credit shall be held by the Village in escrow until the end of the two-year guaranty period set forth in Subsection 6.F of this Agreement or until two years after the proper correction of any defect of deficiency in the Improvements pursuant to Subsection 6.F and payment thereof, whichever occurs later. If the Village is required to draw on the Guaranty Letter of Credit by reason of the Developers' failure to fulfill its obligations under this Agreement, then the Developers, within 10 days thereafter, shall cause the Guaranty Letter of Credit to be increased to its full original amount. The Guaranty Letter of Credit may provide that it may be reduced, with the written approval of the Village, after two years to reflect the expiration of the two-year guaranty period as to some or all of the Improvements. In that event, the Village shall authorize a reduction to an amount not less than the amount reasonably estimated by the Village Engineer to be 10 percent of the value of the Improvements for which the guaranty period has not yet expired.

D. Interests and Costs. The Developers shall not be entitled to interest on the Inspection and Legal Work Escrow. The Developers shall bear the full cost of securing and manufacturing the Performance and Payment Security, the Guaranty Letter of Credit, and the Demolition Letter of Credit.

E. Form of Bond, Letters of Credit. The Performance and Payment Security and the Guaranty Letter of Credit each shall be in a form satisfactory to the Village Attorney and shall comply with the following conditions.

1. Performance and Payment Bond. The Performance and Payment Bond shall be in substantially the form attached to this Agreement as **Exhibit D** and shall be from a surety company acceptable to the Village and licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class XV or better in Best's Insurance Guide. The penal sum of the Performance and Payment Bond shall not be reduced by reason of any Improvement work satisfactorily completed and shall include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the surety under the Performance and Payment Bond. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or

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forbearances on the part of either the Village or the Developers to the other in or to the terms of this Agreement; in or to the schedules, plans, drawings, or specifications for the Improvements; in or to the method or manner of performance of the Improvement work; or in or to the mode or manner of payment therefor, shall operate in any way to release the Developers or the surety or affect the obligation of either of them under the Performance and Payment Bond and all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by the Developers, shall be waived by the surety under the Performance and Payment Bond.

2. Letter of Credit. Each letter of credit, whether the Performance and Payment Letter of Credit or the Guaranty Letter of Credit, shall be in substantially the form attached to this Agreement as **Exhibit E** and shall be from a bank acceptable to the Village and having capital resources of at least \$25,000,000, with an office in the Chicago Metropolitan Area and insured by the Federal Deposit Insurance Corporation. Each letter of credit shall, at a minimum, provide that (a) it shall expire no earlier than the later of two years after the date of its issuance or 45 days after delivery to the Village, in the manner provided in Section 15 of this Agreement, of written notice that the letter of credit will expire, (b) it may be drawn on based upon the Village Manager's certification that the Developers have failed to fulfill any of the obligations for which the letter of credit is security, as stated in Subsections 10.A, B, and C above as well as for the reasons stated in Subsections 10.F and G below, (c) it shall not require the consent of the Developers prior to any draw on it by the Village, (d) it shall not be canceled without the prior written consent of the Village, and (e) if at any time it will expire within 45 or any lesser number of days, and if it has not been renewed, and if any obligation of the Developers for which it is security remains uncompleted or unsatisfactory, then the Village, without notice and without being required to take any further action of any nature whatsoever, may call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village, as the Village shall determine. Upon completion of the Developers' obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village shall release to the Developers any proceeds remaining on deposit with the Village drawn from the letter of credit.

The Performance and Payment Letter of Credit may provide that the aggregate amount of the letter of credit may be reduced upon joint written direction by the Developers and the Village to reimburse the Developers for payment of Improvement work satisfactorily completed. No reduction to reimburse the Developers for payment of Improvement work satisfactorily completed shall be allowed except upon presentation by the Developers of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors, and material suppliers.

The Guaranty Letter of Credit shall not be reduced by reason of any cost incurred by the Owner to satisfy its obligations under Sections 6 or 9 of this Agreement.

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F. Replenishment of Security. If at any time the Village determines that the funds remaining in the Inspection and Legal Work Escrow and the Performance and Payment Security are not sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within 15 days after a demand by the Village, the Developers shall increase the amount of the Inspection and Legal Work Escrow or the appropriate bond or letter of credit to an amount determined by the Village to be sufficient to pay unpaid fees, costs, and expenses. Failure to so increase the amount of the security shall be grounds for the Village to retain any remaining balance of the Inspection and Legal Work Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the appropriate bond or letter of credit. Upon completion of the Developers' obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village shall release to the Owner any remaining funds in the Inspection and Legal Work Escrow and any proceeds remaining on deposit with the Village from any bond or letter of credit.

G. Replacement Bond, Letters of Credit. If at any time the Village determines that the surety company issuing the Performance and Payment Bond is not licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class XV or better in Best's Insurance Guide or the bank issuing either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit is without capital resources of at least \$25,000,000, or if at any time the Village determines that the surety company or bank is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable or unwilling to honor the bond or letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developers provide a replacement bond or letter of credit, as the case may be, from a surety company or bank satisfactory to the Village.

The replacement bond or letter of credit shall be deposited with the Village not later than 15 days after a demand. Upon deposit, the Village shall surrender the original bond or letter of credit to the Developers. Failure to provide a replacement bond or letter of credit shall be grounds for the Village to retain any remaining balance of the Inspection and Legal Work Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the appropriate bond or letter of credit.

The proceeds received or drawn down by the Village from any bond or letter of credit pursuant to this Subsection 5G shall be held by the Village as part of, and subject to the provisions of this Agreement relating to, the Inspection and Legal Work Escrow if, and only if, the Developers shall have filed with the Village, within five days after receipt by the Village of the proceeds, an enforceable written agreement (1) agreeing that the proceeds received or drawn down by the Village from any bond or letter of credit are received as additional security for the performance by the Developers of each and every obligation of the Developers pursuant to this Agreement, including without limitation the construction and completion of the Improvements; (2) waiving the benefit of, and all right to assert any claims pursuant to or under, Section 3 of the Public Construction Bond Act, 30 ILCS 550/3; and (3) releasing the Village from, agreeing that the

Village shall not be liable for, and agreeing to indemnify and hold the Village harmless from, any claims, litigation, and liability occasioned by, connected with, or in any way attributable to any failure to comply with the requirements of Section 3 of the Public Construction Bond Act, 30 ILCS 550/3. The agreement required by the preceding sentence shall be in form and substance satisfactory to the Village Attorney and, in the event no agreement is filed with the Village as and when required pursuant to the preceding sentence, the Village shall have the right to retain the proceeds without restriction.

H. Use of Funds in the Event of Breach of Agreement. If the Developers fail or refuse to complete the Improvements in accordance with this Agreement, or fail or refuse to correct any defect or deficiency in the Improvements as required by Subsection 6.F of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Subsection 6.D of this Agreement, or fails or refuses to pay immediately any amount demanded by the Village pursuant to Section 9 of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village in its discretion, may retain all or any part of the Inspection and Legal Work Escrow and/or initiate a claim against, or draw on, as the case may be, and retain all or any of the funds remaining in the appropriate bond or letter of credit. The Village thereafter shall have the right to exercise its rights under Subsections 6.G and 6.H of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Inspection and Legal Work Escrow and/or the appropriate bond or letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developers' failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Inspection and Legal Work Escrow and/or the appropriate bond or letter of credit are insufficient to repay fully the Village for all costs and expenses, and to maintain a cash reserve equal to the required Guaranty Letter of Credit during the entire time such Guaranty Letter of Credit should have been maintained by the Developers, then the Developers shall upon demand of the Village therefor immediately deposit with the Village any additional funds as the Village determines are necessary to fully repay such costs and expenses and to establish such cash reserve. After (i) completion of the Developers' obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Improvements as required by Subsection 6.F of this Agreement, (iii) restoration of property in accordance with a demand made pursuant to Subsection 6.H of this Agreement, (iv) payment of all amounts demanded by the Village pursuant to Section 9 of this Agreement, (v) compliance with all other terms of this Agreement, and (vi) reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village shall release to the Owner any remaining Inspection and Legal Work Escrow and any proceeds remaining on deposit with the Village from any Performance and Payment Security.

I. Village Lien Rights. If any money, property, or other consideration due from the Owner to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section 10 or paid or conveyed to the Village by the Developers within 10 days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property in which the Developers retain any legal, equitable, or contractual interest, and the Village shall have the right to collect the amount or value, with interest and

costs, including legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings. The lien shall be subordinate to any first mortgage now or hereafter placed upon the Property; provided, however, that any subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

Section 11. Liability and Indemnity of Village.

A. Village Review. The Developers acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Improvements, and that the Village's review and approval of those plans and the Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developers, or any of their heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Developers acknowledge and agree that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developers agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements.

D. Defense Expense. The Developers shall, and do hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 11.C of this Agreement.

Section 12. Nature, Survival, and Transfer of Obligations.

A. Binding on Developers. All obligations assumed by the Developers under this Agreement shall be binding on the Developers jointly and severally, on any and all of the Developers' successors and assigns, and on any and all successor legal or beneficial owners of record of all or any portion of the Property other than the owner of an individual dwelling unit within the Property. The Developers further agree that all payment and conveyance obligations under this Agreement, together with interest and costs of collection, including legal fees and administrative expenses, may, if not satisfied as required by this Agreement, become an enforceable lien upon the Property pursuant to Subsection 10.I of this Agreement.

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B. Notice to Successors. To assure that all successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developers shall:

1. Deposit with the Village Clerk, at the time of execution of this Agreement, a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording this Agreement with the Cook County Recorder of Deeds; and
2. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property, other than with respect to the transfer of an individual dwelling unit within the Property, to any party not a party to this Agreement.

C. Village Approval of Successors Owners. Until three years after the Effective Date or after issuance of the last certificate of occupancy for the principal building on the Property, whichever occurs later, the Developers shall not sell, transfer, or otherwise convey this Agreement or any legal or beneficial interest in the Property (a "Transfer"), other than the Transfer of an individual dwelling unit within the Property, without the prior, express, written consent of the Village. The Village's determination regarding consent shall be based on the financial ability of the proposed transferee to meet all obligations relating to this Agreement and to the Property-and the experience and expertise of the proposed transferee as to relevant matters such a property management, market knowledge, leasing, sales, general responsibility, and other factors reasonably determined by the Village. The Village shall not unreasonably withhold, condition, or delay its consent.

The Developers shall give notice to the Village of any proposed Transfer. The Village shall have not fewer than 30 days after receipt of any such notice to consent or to withhold its consent. During the 30-day period, the Village may require the Developers to provide information about the proposed transferee, including without limitation financial information.

If the Village withholds its consent, then it shall state its reasons therefor. If the Village does not respond to the notice with the 30-day period or such further time to which the Developers agree, then the Village shall be deemed to have consented to the proposed Transfer.

No Transfer shall be effective until after the transferee has executed an enforceable written agreement, in substantially the form attached hereto as **Exhibit F**, agreeing to be bound by the provisions of this Agreement.

D. Developers Still Bound. Notwithstanding any Transfer, the Developers shall remain fully liable for all of the Developers' obligations under this Agreement accruing prior to the effective date of any such Transfer and for the duty to indemnify the Village as provided in Subsection 11C of this Agreement against all claims that accrue, or that are relate to any matter occurring, prior to the effective date of any such Transfer regardless of when any such claim may be asserted.

Section 13. Term. This Agreement shall be in full force and effect from and after the Effective Date for 20 years or for the longest term allowed by law; provided, however, that this Agreement shall be of no force or effect until the Developers shall have first paid in full the amounts due to the Village as a condition precedent to the execution of this Agreement by the

Village, pursuant to Section 9 of this Agreement, but no delay in payment shall serve to extend the date of termination of this Agreement.

Section 14. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developers agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Developers have failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 15. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail").

Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below.

E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below.

Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection 15.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of La Grange
53 South La Grange Road
P.O. Box 668
La Grange, Illinois 60525

with a copy to:
Mark E. Burkland
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603

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

with a copy to:

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement

participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The Village hereby warrants and represents to the Developers that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developers hereby warrant and represent to the Village (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) that no other person has any legal, beneficial, contractual, or security interest in the Property, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developers will (a) result in a breach or default under any agreement to which the Developers are a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developers or the Property are subject.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Developers.

O. Recording. After the Developers have paid to the Village the amounts due pursuant to Section 9 of this Agreement and the Developers have paid to the Village an amount sufficient to cover the cost of recording this Agreement, the Village shall cause this Agreement to be recorded in the office of the Recorder of Cook County.

[SIGNATURE BLOCKS]

5-A-36

EXHIBIT A

APPROVED COST ESTIMATE

[to be inserted]

5-14-37

EXHIBIT B

VILLAGE OF LA GRANGE

LEGAL DESCRIPTION

Lots 14, 15, 16, 17 and the South ½ of Lot 18 in Leiter's Addition to La Grange in the northeast 1/4 of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, (Except that part of said lots dedicated and taken for Alley by Plat of Dedication recorded as Document No. 10543312), in Cook County, Illinois.

EXHIBIT C

PROPOSED ORDINANCE - FINAL APPROVAL

[to be inserted]

5-A.39

the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Agreement in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Village shall have the right to take over and complete the Contractor's obligations under the Agreement upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Agreement.

At its option, Village may instead request that Surety take over and complete the Contractor's obligations under the Agreement, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete the Contractor's obligations under the Agreement.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this ____ day of _____ 20__.

PRINCIPAL: _____

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SURETY: _____

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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EXHIBIT E

APPROVED FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____

AMOUNT: _____

EXPIRATION DATE: _____

DATE OF ISSUE: _____

[Name of Bank]

[Address]

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

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the
_____ UP TO AN AGGREGATE AMOUNT OF
_____ United States Dollars (\$_____) for account of
_____ ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

and shall be accompanied by one of the following documents executed by the La Grange Village Manager, an individual designated as acting La Grange Village Manager, or the Assistant La Grange Village Manager:

(a) A written statement on the form attached hereto as Exhibit "A" stating that, conditioned upon proper notice to the La Grange Village Manager, Letter of Credit No. _____ will expire within 45 days or less and that the Customer has failed to deliver to the La Grange Village Manager evidence of a renewal of Letter of Credit No. _____; or

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(b) A written statement on the form attached hereto as Exhibit "B" Stating that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20__ by and between the Village of La Grange and _____ (the "Development Agreement") have not been constructed in accordance with the Development Agreement; or

(c) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village of La Grange pursuant to the Development Agreement have not been paid in accordance with the Development Agreement; or

(d) A written statement on the form attached hereto as Exhibit "D" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement in accordance with the Development Agreement; or

(e) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the Customer's undertakings pursuant to the Development Agreement have not been performed in accordance with the Development Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" ("UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to

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honor same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of La Grange in enforcing the terms hereof.

4. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall notify the La Grange Village Manager by certified mail, return receipt requested, at least 35 days prior to the expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the La Grange Village Manager stating that the aggregate amount shall be reduced in an amount permitted by Village of La Grange regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20____, by and between the Village of La Grange and _____.

8. This Letter of Credit is irrevocable.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

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EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____ in the amount of \$_____ will expire within 45 days or less and that _____ has failed to deliver to the La Grange Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

La Grange Village Manager

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20__ by and between the Village of La Grange and _____ have not been constructed in accordance with the agreement.

Very truly yours,

La Grange Village Manager

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EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees, or other fees required to be paid pursuant to the Development Agreement dated _____, 20__ by and between the Village of La Grange and _____ have not been paid in accordance with the agreement.

Very truly yours,

La Grange Village Manager

5-17-97

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Development Agreement dated _____, 20__ by and between the Village of La Grange and _____ have not been performed in accordance with the agreement.

Very truly yours,

La Grange Village Manager

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EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 20__ by and between the Village of La Grange and _____ have not been performed in accordance with the agreement.

Very truly yours,

La Grange Village Manager

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EXHIBIT F

VILLAGE OF LA GRANGE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION AND ATTESTATION
OF A TRANSFEREE ASSUMPTION AGREEMENT
WITH _____

WHEREAS, the Village of La Grange and _____ (the "Owner"), entered into that certain agreement relating to the development of property commonly known as _____ with an effective date of _____, 2006, and recorded in the Office of the Cook County Recorder of Deeds on _____, 2006, as Document Number _____ (the "Development Agreement"), in connection with the development and use of _____ in the Village (the "Subject Property"); and

WHEREAS, _____ (the "Transferee") intends to purchase the Subject Property from the Owner (the "Transfer Property"); and

WHEREAS, as a condition to the conveyance of the Transfer Property to the Transferee, the Village and the Owner require that the Transferee agree to comply with all the terms, requirements, and obligations of the Development Agreement;

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

Section 1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

Section 2. Approval of Transferee Assumption Agreement. The Transferee Assumption Agreement by and between the Village and the Transferee shall be, and the same hereby is, approved in a form substantially the same as is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Transferee Assumption Agreement").

Section 3. Execution of Transferee Assumption Agreement. The Village President and Village Clerk shall be, and they hereby are, authorized and directed to execute and attest, respectively, the Transferee Assumption Agreement on behalf of the Village of La Grange; provided, however, that they shall neither execute nor attest the Transferee Assumption Agreement on behalf of the Village unless and until (a) the Transferee shall have fully executed and delivered an original of the Transferee Assumption Agreement to the Village, (b) the Transferee shall have deposited with the Village Manager the performance security required pursuant to Section 3 of the Transferee Assumption Agreement, and (c) the Transferee shall have paid all fees, costs, and expenses due pursuant to Section 9 of the Transferee Assumption Agreement for which demand has been made prior to the execution of the Transferee Assumption Agreement by the Village.

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Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 20__.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 20__.

Village President

ATTEST:

Village Clerk

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TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____ 20____, by and among _____ (the "Owner"), _____ (the "Transferee"), and the Village of La Grange, an Illinois municipal corporation (the "Village"),

WITNESSETH:

WHEREAS, the Transferee intends to purchase from the Owner certain real property situated in Cook County, Illinois, known as _____ and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, the Transferee will become the legal owner of the Subject Property; and

WHEREAS, as a condition to the conveyance of the Subject Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain development agreement titled "_____" with an effective date of _____, 2006, and recorded in the Office of the Cook County Recorder of Deeds on _____, 2006, as Document No. _____, by and between the Village and Owner, as amended from time to time (the "Development Agreement"), pursuant to which the development of the Subject Property was approved;

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Village, the Owner, and the Transferee as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

Section 2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, as they relate to any and all improvements on or for the Subject Property and regardless of whom the terms, requirements, and obligations are to be performed and provided for by, or on whom they are imposed.

Section 3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 10 of the Development Agreement. After execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security, if any, to the Owner. In addition, and not in limitation of the foregoing, the Transferee, upon the request of

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the Village, shall provide the Village with any reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require from time to time.

Section 4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses in connection with the negotiation, preparation, consideration, and review of this Agreement.

Section 5. Acknowledgment. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligations to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto.

[Section 6. Trustee Exculpation. This Agreement is executed by _____ not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by _____ are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of terms, provisions, stipulations, covenants, conditions, and/or statements contained in this Agreement. Any such liability shall be asserted instead against the property contained in Trust Number _____ or the beneficiaries thereof or against.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF LA GRANGE

ATTEST:

By: _____
Village President

Village Clerk

[OWNER]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

5-A-53

[TRANSFeree]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing instrument was acknowledge before me on _____, 20___, by _____, the Village President of the VILLAGE OF LA GRANGE, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me on _____, 20___, by _____, the _____ of _____ and _____, the _____ of said _____, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the limited liability company for and on behalf of said limited liability company, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires:

5-A-55

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

The foregoing instrument was acknowledged before me on _____, 20___, by _____, _____ of _____, as Trustee under Trust No. _____ and by _____, _____ of said _____, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the _____ for and on behalf of said _____, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the _____, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

5-A-56

FINDINGS OF FACT

PLAN COMMISSION OF THE VILLAGE OF LA GRANGE

President Hansen and
Board of Trustees

January 10, 2006

RE: **PLAN COMMISSION CASE #167 – PLANNED DEVELOPMENT FINAL PLAN TO AUTHORIZE A MIXED RETAIL AND MULTIPLE FAMILY DEVELOPMENT IN THE C-1 CENTRAL COMMERCIAL DISTRICT, 93 South La Grange Road, Midco La Grange, LLC.**

The Plan Commission transmits for your consideration its recommendations for the proposed planned development final plan to allow construction of a mixed retail and multiple family development at the property known as 93 S. La Grange Road.

I. THE APPLICATION:

The petitioner, Midco La Grange, LLC, seeks approval of the planned development final plan to construct a mixed retail and multiple family development at 93 S. La Grange Rd.

II. THE PUBLIC HEARING:

After due notice, in accordance with law, the Plan Commission held a public meeting on January 10, 2006, in the La Grange Village Hall Auditorium. Present were Commissioners Reich, McCarty, Adducci, Delisi and Chairman Randolph presiding. Also present were Community Development Director, Patrick D. Benjamin and Village Planner, Angela M. Mesaros.

Chairman Randolph swore in Tim Flanagan, Mid-America Development Company and David Sanders, President, HPD Cambridge, Inc. St. Louis, MO, who presented the application and answered questions from the Commissioners:

- Mr. Sanders presented the minor deviations from the approved development concept planning, including: (1) slight change in floor to ceiling height; and (2) alteration to the turn around area in the back.
- Chairman Randolph asked about the new height of the building at its highest point. Mr. Sanders stated that they have not changed the overall height of the building. There was a lot room to give on top of the building.
- Commissioner McCarty asked about the landscape plan. Mr. Sanders stated that they propose movable planters along La Grange Road as opposed to plantings inside the ground. Commissioner McCarty stated that he is not comfortable with movable planters.

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- Commissioner Adducci asked if the Final Plan conforms to all specifications of the approved Development Concept Plan. Mr. Benjamin stated that staff did not receive the information until Friday and could not review it closely for compliance.
- Commissioner Reich asked about the materials, and Mr. Sanders described the proposed materials.
- Chairman Randolph asked about the corner façade window on the third floor - the dividing wall between the rooms appears to bisect the window. Mr. Sanders stated that the window is not operable right there.

Chairman Randolph solicited questions and comments from the Audience:

- Steve Wolf, 213 S. Ashland, asked about parking. Chairman Randolph stated that parking is behind the building. Mr. Wolf stated that they propose only 15 spaces for 30 units. He further stated, his opinion that the Village recently built a big parking garage behind Village Hall, paid for by the taxpayers, so that the applicant could park there.
- George Winkler of Western Springs asked about the prospect for three-bedroom units in the building. Mr. Sanders stated that the project would have large two-bedroom units that could be combined into one larger unit.

Chairman Randolph solicited comments from the Commissioners:

- Chairman Randolph stated that the applicant would be required to coordinate with Village Staff and the Village engineer and revise the plans to meet the Village standards for streetscape and landscaping improvements.
- Commissioner Reich stated his opinion that the roof line is too busy.
- Chairman Randolph requested that staff review the Final Plan for compliance with the documents approved for Development Concept Plan.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner McCarty and seconded by Commissioner Adducci that the Plan Commission recommend to the Village Board of Trustees approval of a Planned Development Final Plan, based on substantial conformity, subject to the following conditions:

1. As part of the public contribution requirement to obtain relief under a Planned Development, the petitioner provide the following:

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- a. Monetary contribution to public open space improvements at the Village's proposed plaza pedestrian entry to the parking structure on La Grange Road south of the Village Hall one lot north of the petitioner's property (amount to be negotiated with Village staff prior to submission to the Village Board for approval).
 - b. Petitioner shall be required to construct, at petitioner's expense, alley improvements including the proposed turn around area to the east of the petitioner's property, pursuant to plans and specifications provided by the Village.
 - c. Petitioner shall pay fair share for burial of utilities in the alley as determined by the Village consulting engineer.
2. Declaration of Conditions, Covenants and Restrictions that include: Age restrictions for tenants of the "Urban Senior" housing; restriction of resident permits from the Village's public parking lot(s) or structure; and restriction from conversion to a not-for-profit agency.
 3. All on site utility lines shall be buried underground by the petitioner.
 4. Prior to issuance of a building permit, the petitioner shall prepare and file with the Village, for review and approval by Department Head staff, a construction staging plan including delivery routes, construction parking, and street clean-up.
 5. The petitioner shall provide final material samples including manufacturer and product name or number for all materials for review and acceptance by staff, prior to issuance of a building permit.
 6. Prior to Village Board of Trustees approval, staff shall review Final plans for compliance with approved Development Concept plan documents.
 7. Prior to approval by the Village Board of Trustees, the applicant shall be required to coordinate with Village Staff and the Village engineer and revise plans according to the Village standards for streetscape and landscaping improvements.

Motion carried by a roll call vote:

AYE: McCarty, Adducci, Delisi and Chairman Randolph.
NAY: Reich.
ABSENT: Tyrrell and Kardatzke.

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BE IT THEREFORE RESOLVED that the Plan Commission recommend to the Village Board of Trustees granting Planned Development Final Plan for the property legally described in Plan Commission Case #167 and commonly referred to as 93 S. La Grange Road to allow mixed retail and multiple family development within the C-1 Central Commercial District.

Respectfully Submitted

PLAN COMMISSION OF THE
VILLAGE OF LA GRANGE



Stephen Randolph, Chairman

5-A-60

STAFF REPORT

PC Case #167

TO: Plan Commission

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

DATE: January 10, 2006

RE: **PLANNED DEVELOPMENT FINAL PLAN TO AUTHORIZE A MIXED
RETAIL AND MULTIPLE FAMILY DEVELOPMENT IN THE C-1
CENTRAL COMMERCIAL DISTRICT, 93 South La Grange Road, Midco
La Grange, LLC.**

I. BACKGROUND:

As you will recall, from May 2004 until November 9, 2004, the Plan Commission conducted hearings on an application for Midco La Grange, LLC to construct an approximately 49,368 square feet, mixed-use development with retail and restaurant uses on the first floor and thirty (30) units of age-restricted senior multiple family housing on the second and third floors. The Plan Commission recommended approval of the Development Concept Plan and a text amendment to Paragraph 14-508D3 of the Zoning Code by increasing allowable minimum lot area reduction from 28 percent to 50 percent.

In December 2004, the Village Board of Trustees unanimously approved the Planned Development Concept Plan and the text amendment to the Zoning Code.

Approval of the Development Concept Plan binds the petitioner and the Village with respect to the following basic elements of development:

- (a) categories of uses to be permitted;
- (b) general location of residential and non-residential land uses;
- (c) overall maximum density of residential uses and intensity of non-residential uses;
- (d) the general architectural style of the proposed development;
- (e) general location and extent of public and private open space including recreational amenities;
- (f) general location of vehicular and pedestrian circulation systems;
- (g) staging of development; and
- (h) the nature, scope and extent of public dedications, improvements, or contributions to be provided by the petitioner.

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The second phase of the Planned Development is the Final Plan, which serves to implement, particularize and refine the Development Concept Plan. According to the Zoning Code, the application for Final Plan must be submitted within one year of Development Concept Plan approval.

In addition, staff and the Village Attorney are working with the applicant on a development agreement between the developer and the Village to secure improvements and contributions required of the developer. The agreement would be completed after all design requirements for alley improvements are determined. The agreement will be submitted to the Village Board with the developer's application for Final Plan approval.

II. APPLICATIONS

As is required by the Village, Midco La Grange, LLC has filed the following applications with the Community Development Department:

1. Design Review Permit; and
2. Final Plan for Planned Development.

1. DESIGN REVIEW PERMIT

In any case where a Design Review Permit is required in conjunction with the issuance of a Planned Development or Special Use Permit, the application for a Design Review Permit 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.

The Plan Commission has contributed to the design of the building at the meetings and hearings in 2004. At the public meeting, the Plan Commission should review design details, such as materials and colors. The attached Design Review Permit application and submittals outline the proposal for this site. Material exhibits will be provided at the public meeting. The Plan Commission should also consider the subject property as a gateway to downtown La Grange.

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-A162

1. 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 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.*

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- (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 its directional character, whether this be vertical character, horizontal character, or nondirectional character.*

QUALITY AND DESIGN 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 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.*

RECOMMENDATION

If the Plan Commission finds that the criteria have been met, staff suggests a recommendation to the Village Board of Trustees for approval of the Design Review Permit as submitted in Plan Commission Case #167.

2. FINAL PLAN APPROVAL FOR PLANNED DEVELOPMENT

In considering action on any Planned Development Final Plan, please consider the following standards outlined in Paragraph 14-504C of the Village Zoning Code:

5-11-64

- 1) Final Plan is in substantial conformity with the approved Development Concept Plan; and

Staff has reviewed the Final Plan, and we find that the plan conforms to the approved Development Concept Plan (see attached table).

- 2) The merit or lack of merit of any departure of the Final Plan from substantial conformity with the approved Development Concept Plan; and

The Final Plan does not depart from the Development Concept Plan.

- 3) Final Plan complies with any and all conditions imposed by approval of the Development Concept Plan; and

Ordinance No. O-04-60, authorizing Development Concept Plan, states, as a condition for approval, that the petitioner, Midco La Grange LLC, shall submit the following information for review and approval prior to issuance of Final Plan approval:

- *Final screening and landscaping details;*
- *Declaration of Conditions, Covenants and Restrictions that include among other things: Age restrictions for tenants of the "Urban Senior" housing for review by the Village Board of Trustees; and No resident permits will be permitted for Village's public parking lot(s) or structure.*

The petitioner has submitted the above documents (see attached). Upon review, staff has determined that the submittals comply with the Zoning Code and original Development Concept Plan Ordinance.

- *All lighting plans and elements, including photometrics, choice of fixtures and standards for the building and parking lot.*

The petitioner has submitted all lighting plans; and staff has reviewed the plans for compliance with the Zoning Code. Subparagraph 10-101C3 (e) of the Zoning Code, states, *in no case shall such lighting exceed three (3) foot candles measured at any lot line.* In addition, Paragraph 9-101C8 states, *except for streetlights, no exterior lighting adjacent to any residential district shall be so designed, arranged, or operated to produce an intensity of light exceeding one-half foot-candle at any residential lot line.*

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The photometric study submitted by the petitioner indicates that the proposed lighting meets both the requirements of one-half (0.5) and three (3) foot candles at all of the lot lines (adjacent to residential).

- *Construction staging plan including delivery routes, construction parking, and street clean-up.*

The petitioner has submitted a construction staging plan. Prior to issuance of a building permit, Department Head staff will review and approve or request revisions to the plan.

- 4) *Whether the Final Plan complies with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances and regulations.*

The Final Plan conforms to all applicable Codes and regulations.

APPROVAL, OPTIONS, AND RECOMMENDATIONS:

The Plan Commission has certain options in recommending approval or denial of the Final Site Plan as follows:

- 1) Approval based on substantial conformity;
- 2) Recommendation of Approval without substantial conformity;
- 3) Recommendation of denial; or
- 4) Failure to Act

RECOMMENDATION:

Staff suggests that the Plan Commission recommend to the Village Board of Trustees approval of the Final Plan as submitted in Plan Commission Case #167, based on substantial conformity, with the following conditions:

1. As part of the public contribution requirement to obtain relief under a Planned Development, the petitioner provide the following:
 - a. Monetary contribution to public open space improvements at the Village's proposed plaza pedestrian entry to the parking structure on La Grange Road south of the Village Hall one lot north of the petitioner's property (amount to be negotiated with Village staff prior to submission to the Village Board for approval).

5-A,66

- b. Petitioner shall be required to construct, at petitioner's expense, alley improvements including the proposed turn around area to the east of the petitioner's property, pursuant to plans and specifications provided by the Village.
 - c. Petitioner shall pay fair share for burial of utilities in the alley as determined by the Village consulting engineer.
2. Declaration of Conditions, Covenants and Restrictions that include: Age restrictions for tenants of the "Urban Senior" housing; restriction of resident permits from the Village's public parking lot(s) or structure; and restriction from conversion to a not-for-profit agency.
3. All on site utility lines shall be buried underground by the petitioner.
4. Prior to issuance of a building permit, the petitioner shall prepare and file with the Village, for review and approval by Department Head staff, a construction staging plan including delivery routes, construction parking, and street clean-up.
5. The petitioner shall provide final material samples including manufacturer and product name or number for all materials for review and acceptance by staff, prior to issuance of a building permit.

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Standard		Development Concept Plan	Final Site Plan
Use	<i>Retail/Eating Place</i>	First Floor	√ = complies
	<i>Multiple Family</i>	Second and third floors	√
Height		3 stories, 43 ft.	√
Total Lot Area Per Unit	<i>Retail/Eating Place</i>	N/A	√
	<i>Multiple Family</i>	1,000 square ft. per unit* *Zoning text amendment authorizing variation under Planned Development to reduce by 50% approved by Village Board.	√
Setbacks	<i>Street Right-of-Way</i>	La Grange Rd: 21.81 ft. Cossitt Avenue: 12.31 ft. *Waiver from setback along both public rights-of-way approved by Village Board.	√
	<i>Interior Side, Corner Side and Rear Yard</i>	La Grange Road and Cossitt Avenue: 6.5 ft.	√
Maximum Total Building Coverage		55%	√
FAR		1.76	√
Parking Spaces	<i>Required Spaces</i>	23 total spaces (shared with retail and restaurant)	√
	<i>Retail</i>	8 spaces (shared with restaurant)	√
	<i>Eating Places</i>	(See retail above.)	√
	<i>Multiple Family</i>	15 spaces (0.5 spaces/unit)	√
Parking Setback		Approximately 4.33 ft.	√
Parking Lot Screening		Screening provided with a colonnade of brick columns with landscaping and flower baskets.	√
Off-Street Loading		4 ft. by 35 ft.* *Received variation under Planned Development	√

5-A.68

Village of La Grange

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

SPECIAL USE APPLICATION AND PLANNED UNIT DEVELOPMENT

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF LA GRANGE

Application No.:
Date Filed:
UARCO No.:

(Please Type or Print)

Application is hereby made by MIDCO La Grange, LLC c/o Tim Flanagan
2 Mid America Plaza, Suite 604
Oakbrook Terrace, IL 60181

Owner of property located at: 93 South La Grange Road, La Grange, Illinois 60526

Permanent Real Estate Index No.: 18-04-230-023-000
as set forth by plat of survey attached hereto

Present Zoning Classification: C1 – Central Commercial

PROPOSED SPECIAL USE:

(Specify from list of allowable Special Uses pursuant to the Zoning Ordinance of the Village of La Grange)

GENERAL STANDARDS: The petitioner should state **FACTS AND REASONS** and submit any pertinent evidence establishing each of the following principles:

- (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.

The proposed mixed-use storefront retail and upscale age-restricted senior apartment development was developed with particular care to align with the objectives of the Village of La Grange’s Comprehensive Plan. In particular, the “Draft Comprehensive Plan / BNSF Core Commercial Area” dated August 2004 states that the BNSF Core Commercial Area should function as “a focal point for mixed-use activity”. The proposed development is consistent with this objective.

The Draft Comprehensive Plan also designates the La Grange/Cossitt intersection as a downtown Corridor “entry/gateway.” Several workshops with the Plan Commission staff resulted in a design that takes advantage of the building’s prominence in regards to this objective. The concepts decided upon at these meetings have been faithfully implemented as the drawings have progressed.

5-A.69

- (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 petitioner has sought to demonstrate that the proposed development will have a net positive effect on the downtown La Grange environment. The approved preliminary site plan and building plans submitted as part of this final application are consistent with the preliminary plans previously approved by the Plan Commission and the Village Board in regards to this item.

- (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.

The proposed development will support and enhance the storefront shopping, retail, and restaurant environment of downtown La Grange. The approved preliminary site plan and building plans submitted as part of this final application are consistent with the preliminary plans previously approved by the Plan Commission and the Village Board in regards to this item.

- (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.

The proposed development plans and operational plans submitted as part of this final application are consistent with the preliminary plans previously approved by the Plan Commission and the Village Board in regards to this item.

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

The proposed site plan, traffic circulation, and public improvement plans submitted as part of this final application are consistent with the preliminary plans previously approved by the Plan Commission and the Village Board in regards to this item.

- (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.

The site is currently being used as a parking lot. The vacant I-HOP was removed by the owner in accordance with the preliminary development agreement.

- (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 approved preliminary site plan and building plans submitted as part of this final application are consistent with the preliminary plans previously approved by the Plan Commission and the Village Board in regards to this item.

5-A,70

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS (“**Declaration**”) is entered into as of January ____, 2006, by Midco LaGrange, LLC, an Illinois limited liability corporation, (hereafter called “**Declarant**”).

PREMISES

A. Declarant owns the property legally described on Exhibit “A” attached hereto and made a part hereof, which property is subject to the jurisdiction of the Village of LaGrange, Illinois (the “**Village**”), is commonly known as 93 South LaGrange Road, LaGrange, Illinois, and which shall be referred to herein as the “**Property**.”

B. The Declarant desires to subject the Property to the conditions, covenants, and restrictions (collectively, the “**Restrictions**”) set forth herein in order to comply with Section 6-A of LaGrange Village Ordinance Number O-04-60 (the “**Ordinance**”).

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby creates the following Restrictions to be binding upon the Property from and after the date that Declarant shall record an executed copy of this Declaration, which recording shall occur upon Village granting Declarant an unconditional building permit allowing Declarant to commence construction upon the Property consistent with the planned development approved by Village in the Ordinance.

1. Age Restriction For “Urban Senior” Dwelling Units. Declarant hereby declares that the Property is subject to a permanent age restriction of 62 years of age for occupants of the “urban senior” dwelling units and that this restriction may not be modified, amended, or waived without Village’s express written approval. At least one occupant in any spousal relationship shall be 62 years of age or older, but the younger spouse may be less than 62 years of age.

2. Village Parking Permits. Parking permits for parking in the Village public parking lots and parking structures will not be available to residents of the improvements on the Property, and so long as Declarant shall own any portion of the Property, Declarant shall advise in writing any potential purchaser from Declarant of a portion of the Property of this limitation.

3. No Property Tax Exemption. No owner of the Property or any portion thereof shall at any time seek to have all or any portion of the Property ruled or declared to be exempt from payment of property taxes (no matter how denominated or termed), no portion of the Property shall ever be exempt from the payment of property taxes or any taxes levied against the Property or portion thereof in lieu of ad valorem property taxes, and no portion of the Property shall be sold or donated to or otherwise transferred to a tax exempt entity or occupied by any not-for-profit or tax exempt entity so as to cause the Property or any portion thereof to be eligible for or declared or ruled to be exempt from payment of property taxes or any other taxes or assessments in lieu of property taxes.

5-A.71

4. Covenants Running with Land. The provisions in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, Declarant and its respective successors and assigns, owning all or any portion of the Property, and all persons or entities claiming under them. No transferor of a portion of the Property shall have any obligation or liability under this Declaration for any claim or matter accruing or resulting from conditions created subsequent to transfer by such transferor to its portion of the Property. This Declaration shall continue in full force and effect for fifty (50) years from and after the date of this Declaration as set forth above, and shall thereafter automatically be extended and renewed for successive periods of ten (10) years, unless all then owners of all portions of the Property and Village agree in writing that this Declaration shall not be extended and renewed beyond the then current initial term or renewal period. The termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.
5. Captions. The captions of the sections and sub-sections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.
6. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.
7. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
8. Waiver of Default. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The rights and remedies given to any Party (as defined below) under this Declaration shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any Party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by a Party shall not impair that Party's standing to exercise any other right or remedy.
9. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.
10. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date above first written.

DECLARANT:

Midco LaGrange, LLC, an Illinois limited liability corporation

By: _____
Name: _____
Its: _____

CONSENT OF LENDER

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, _____, a _____ ("Lender"), as the holder of the Promissory Note and first lien Mortgage on the land (or a portion of the land) covered by the foregoing Declaration, hereby consents to, approves of, and agrees to be bound by all of the terms, covenants, warranties, representations and conditions of the foregoing Declaration.

IN WITNESS WHEREOF, Lender has executed this Consent on January _____, 2006.

LENDER:

Date: _____

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Its: _____

5-A.73

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: September 11, 2006

RE: **ORDINANCE - AMENDMENT TO AN EXISTING SPECIAL USE PERMIT/
SITE PLAN APPROVAL TO CONSTRUCT AND OPERATE A NURSING
CARE FACILITY, 339 S. Ninth Avenue, MML Properties, LLC.**

The applicant, MML Properties, LLC, recently purchased Meadowbrook Manor, a nursing care facility located at 339 S. Ninth Avenue. MML Properties wishes to continue operation of the property as a nursing care facility. The owner's family has operated nursing homes since 1978 and currently operates similar facilities in Naperville and Bolingbrook, IL.

MML Properties proposes to replace the existing nursing home with a more modern facility. The property is located within the I-B Institutional Buildings District. A nursing home is a recognized use in the I-B district, identified as a special use. The applicant seeks an amendment to the existing special use and approval of a new site plan.

The building in which Meadowbrook Manor is currently located was constructed in 1911 and originally used as an orphanage. In the 1960's, the facility was converted to a nursing home. At the time of purchase, deterioration of the facility and several inefficiencies were noted. Examples of inefficiencies include a series of ramps within the building that restrict residents' movements, inefficient nursing stations that do not comply with current codes, lack of common space, outmoded fire alarm equipment, narrow hallways, lack of wheelchair access, insufficient air conditioning system, etc. The buildings also have noted code deficiencies. (See Fire and Building reports in staff analysis).

The applicant considered several options for operation of the nursing care facility. One option, preservation of the existing facility would not be economically feasible. Even with extensive renovations, the facility would still have the inefficiencies of a 1911 building. Another option is permanent relocation of the facility. However, this requires giving up their state licensure and starting over. This option also forces Village residents, some of whom are in their 80s and all of whom are infirm, to move. Employees would have to find new jobs and potentially relocate family and homes. A third option is to transfer residents to licensed facilities temporarily during

5-B

construction. The applicant feels that to disperse residents to another facility would create hardship, confusion and instability in their lives. In addition, employees would be out of work for two years.

In order to continue operation of the facility without interruption during construction, MML Properties proposes to construct the new building between the two existing buildings. As a result, the new building will be setback further than the existing buildings. The proposed Y-shape building design allows nursing stations to be located equal distances from all rooms, which provides operation efficiency. According to testimony from the applicant and audience members, this shape is common in nursing and other health care facilities.

According to the *Comprehensive Plan* (adopted in May 2005) the subject property is designated as a "public and institutional use." Several policies within the *Plan* guide improvement in this area, including, that "*The Village should consider the provision of new facilities and services which respond to the needs and desires of local residents...For example, the increasing number of older residents may lead to new facilities and services for senior citizens.*" A second goal states, "*Replacement facilities should be constructed for existing facilities which become inadequate or obsolete.*" The *Plan* further states that the Village should "*continue to work cooperatively with community public service agencies within the Village to ensure their ability to function effectively while minimizing impacts on nearby land uses.*" The proposed facility is consistent with the goals of the *Comprehensive Plan*.

In January 2006, MML Properties submitted an application for Planned Development approval, with relief from Floor Area Ratio (FAR), parking and height requirements. As provided for in our Zoning Code, a pre-application conference was held, and the applicant met with Plan Commission Chairman Stephen Randolph, Commissioner David McCarty and Village staff to discuss the development proposal at two separate meetings in November and December 2005. At the meetings, staff and Commissioners generally supported the application. Through collaboration, the applicant provided the following revisions to the site plan:

- Reduced the height from four stories to three stories;
- Proposed construction in two phases to address the proximity of the existing and new buildings;
- Reduced the Floor Area Ratio from 0.59 to 0.525; and
- Moved vehicular access from Benton Avenue.

The Plan Commission held a public workshop on the application for Planned Development on February 21, 2006, and continued the public hearing for one additional evening, March 24, 2006. As a result of input from the Commissioners and area residents at the public workshops, the applicant provided further revisions to the plans, including:

5-B.1

- Further reduction of Floor Area Ratio from 0.525 to 0.493 (Required: maximum 0.50);
- Reduction in number of beds from 203 to 183;
- Alternative façade design concepts;
- Addition of a private walkway connecting the building to the public sidewalk on Ninth Avenue;
- Combination 6 feet high landscape buffer and berm on west side of property to screen parking lot;
- Depressed parking lot by approximately 2 feet;
- Shifted total parking spaces: increased land banked parking and decreased number of parking spaces for an increased total parking, which will provide additional green space on the north side of the property.

With these revisions, the proposed site plan meets all bulk, yard and space requirements for the I-B district; therefore, Planned Development approval is no longer necessary. MML Properties has revised its application. They seek an amendment to the existing special use permit and new site plan approval. The Plan Commission held public hearings on the new application on June 13, and July 11, 2006.

At the hearings, the applicant presented the revised application. Several members of the audience spoke in support of the application. Neighborhood residents stated that they are pleased with the proposed building design and the applicant's response to their concerns. A motion was made by Commissioner Reich and seconded by Commissioner McCarty that the Plan Commission recommend approval of an amendment to the special use permit and new site plan approval in order to construct and operate a nursing care facility at 339 S. Ninth Avenue.

The resulting roll call vote was:

AYE: Reich and Chairman Randolph.
NAY: McCarty, Adducci, Kardatzke, and Delisi.
ABSENT: Tyrrell.

While those Commissioners recommending denial generally supported the use of the property, they felt that the proposed building design did not fit the special use criteria for undue impact on the character of the area, loss of historic features and that all steps had not been taken to minimize adverse impacts on the neighborhood. The minority recommending approval stated that the project did meet the standards for amending a special use permit.

Staff concurs with the minority recommending approval of the application. The applicant has articulated the need to rebuild the facility at its present location in the proposed site configuration. This proposed building would benefit the residents of the building, who are long-time residents of the Village of La Grange.

5-13-2

Considerable revisions to the plans have been made in response to comments from the Plan Commission and the residents of the neighborhood, including increased building setbacks, decreased number of beds, bermed the sunken parking and increased landscaping areas. Under the current application, the only approval sought is an amendment to a special use to rebuild an existing facility and operate under current health care standards.

Based on staff analysis and testimony from the applicant, the application meets the standards for a special use permit. Testimony from the traffic consultant, KLOA, indicates that the proposed project would generate less traffic than the existing facility primarily as a result of the reduced number of beds. A full copy of the traffic study is available upon request. There were no major traffic management recommendations. However, the recommendations provided by KLOA relating to improved on-site traffic circulation, landbanking, etc. will be incorporated into the final site plan. Residents from the adjacent properties testified that this project would not have an adverse impact on the neighborhood. As noted earlier, this proposal is consistent with our recently adopted Comprehensive Plan.

We have prepared the attached ordinance for your consideration, granting an amendment to a special use permit and site plan approval. Representatives of MML Properties, as well as the Village's traffic consultant for this project, will be in attendance at the meeting to answer any questions you may have regarding the application.

5-13-3

ORDINANCE NO. O-06-

AN ORDINANCE GRANTING AMENDMENT TO A SPECIAL USE PERMIT
AND NEW SITE PLAN APPROVAL
FOR A NEW NURSING CARE FACILITY
AT 339 S. NINTH AVENUE

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, MML Properties, LLC., (the "Applicant"), the owner of the property at 339 S. Ninth Avenue, La Grange, Illinois, (the "Subject Property") has filed application for an Amendment to a Special Use Permit, and new Site Plan Approval to authorize construction of a nursing care facility (the "Application") at the property legally described as follows:

Lots 18 through 36 both inclusive, in subdivision of Block 15 in Leiter's third addition to La Grange, a subdivision of that part of the south east ¼ of west of Bluff Avenue (except that part north of the south 710 feet of the west 1095 feet) in Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Also:

Vacated Goodman Avenue lying south of aforesaid lots 27 through 36 and west of the west line of Bluff Avenue and East to East line at 9th Avenue, all in Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, nursing care facilities are a special use within the I-B District and therefore, under the Village's Zoning Code, Applicant may construct and operate the Nursing Care Facility thereto only if the Village approves a special use permit allowing such use and operation and a site plan depicting such use and operation; and

WHEREAS, the La Grange Plan Commission, after proper public notice, held a public hearing on February 21, 2006, March 14, 2006, June 13, 2006 and July 11, 2006, on the Application and thereafter forwarded its recommendation to the Board of Trustees of the Village of La Grange;

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE, COUNTY OF COOK, STATE OF ILLINOIS:

5-13.4

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

Section 2. Grant of Special Use Permit. The Board of Trustees hereby grants to the Applicant a special use permit pursuant to Subsection 8-205B of the Zoning Code to operate the Nursing Care Facility on the Subject Property, subject to the following conditions:

1. Prior to issuance of a building permit, the petitioner shall prepare and file with the Village, for review and approval, a construction staging plan including delivery routes, construction parking, and street clean-up.
2. Grading and Site Engineering shall be submitted and approved by the Village prior to the issuance of any building permits.
3. The petitioner shall bury all on site utility lines underground.
4. All site and landscaping plans shall be approved by Village staff prior to the issuance of any building permits for the project.
5. All lighting plans and elements, including choices of fixtures and standards, shall be approved by the Village prior to the issuance of any building permit for construction of the addition.
6. That Meadowbrook Manor shall provide the Village with samples of all final building materials for the exterior of the building on the Subject Property prior to the approval of the Board of Trustees.

Section 3. Approval of Site Plan. The Board of Trustees hereby approves the Site Plan hereby approves site plans for the Project in the form attached to this Ordinance as Exhibits 1, 2(a), (b), 3(a), (b) and (c) pursuant to Subsection 8-205B of the Zoning Code, subject to all of the conditions stated in Section 2 of this Ordinance.

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

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

AYES:

NAYS:

5-B.5

APPROVED by me this ____ day of _____ 2006.

Elizabeth M. Asperger
Village President

ATTEST:

Robert N. Milne
Village Clerk

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

5-B.6

Exhibit #1

5-13-17

Victorian Manor Replacement Nursing Home

PRELIMINARY PLANS

LaGrange, Illinois
PROJECT NUMBER: 10000
DATE: June 15, 2009

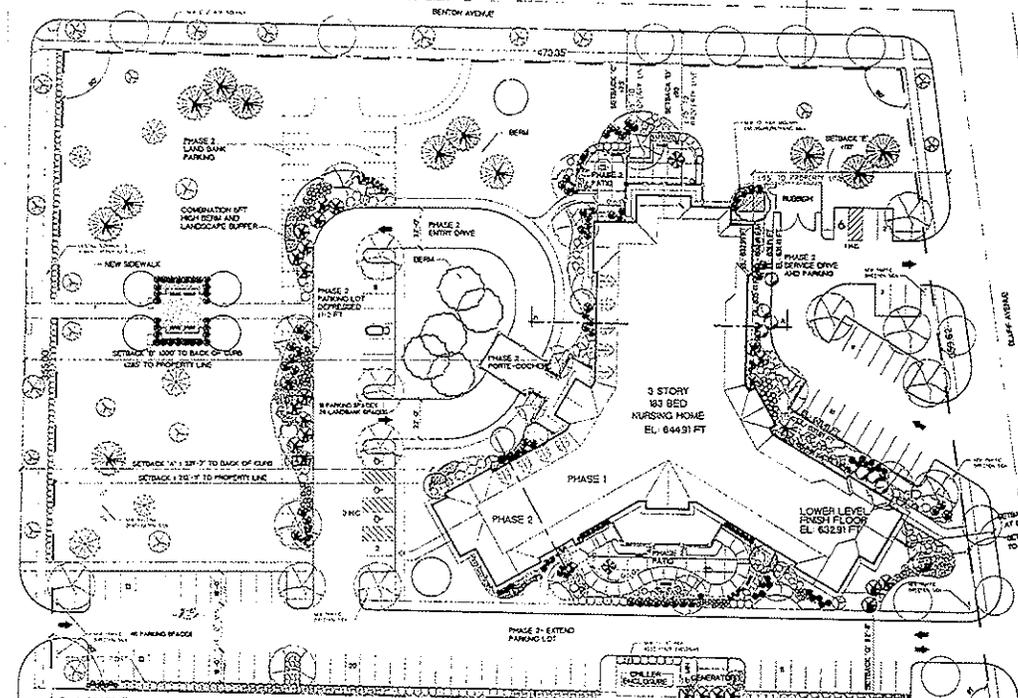
SAS Architects & Planners

FAMILY RESIDENTIAL
R-5 SINGLE
SINGLE FAMILY HOMES, TYPICALLY 2 STORY

R-4 SINGLE
FAMILY RESIDENTIAL
SINGLE FAMILY HOMES, TYPICALLY 2 STORY

R-3 MULTIPLE
FAMILY RESIDENTIAL
APARTMENTS
TYPICALLY 3 STORY

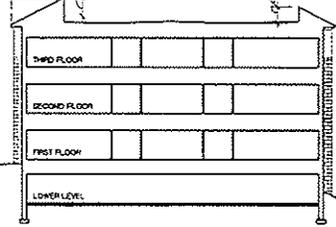
H-1 LIGHT
INDUSTRIAL



R-4 SINGLE
FAMILY
RESIDENTIAL

N PROPOSED P.U.D.
SITE PLAN - PHASE 2
SCALE: 1/8" = 1'-0"

PLANNING
RESOURCES INC.
1000 North Lincoln Street, Suite 100
LaGrange, IL 60525
TEL: 708.261.1100 FAX: 708.261.1101



BUILDING SETBACK REVIEW CHART

NO.	DESCRIPTION	REQUIREMENT	COMPLIANCE
1	REAR SETBACK	5 FT	5 FT
2	FRONT SETBACK	10 FT	10 FT
3	LEFT SIDE SETBACK	5 FT	5 FT
4	RIGHT SIDE SETBACK	5 FT	5 FT
5	REAR SETBACK	5 FT	5 FT
6	FRONT SETBACK	10 FT	10 FT
7	LEFT SIDE SETBACK	5 FT	5 FT
8	RIGHT SIDE SETBACK	5 FT	5 FT
9	REAR SETBACK	5 FT	5 FT
10	FRONT SETBACK	10 FT	10 FT
11	LEFT SIDE SETBACK	5 FT	5 FT
12	RIGHT SIDE SETBACK	5 FT	5 FT
13	REAR SETBACK	5 FT	5 FT
14	FRONT SETBACK	10 FT	10 FT
15	LEFT SIDE SETBACK	5 FT	5 FT
16	RIGHT SIDE SETBACK	5 FT	5 FT
17	REAR SETBACK	5 FT	5 FT
18	FRONT SETBACK	10 FT	10 FT
19	LEFT SIDE SETBACK	5 FT	5 FT
20	RIGHT SIDE SETBACK	5 FT	5 FT

ZONING INFORMATION

NO.	DESCRIPTION	REQUIREMENT	COMPLIANCE
1	REAR SETBACK	5 FT	5 FT
2	FRONT SETBACK	10 FT	10 FT
3	LEFT SIDE SETBACK	5 FT	5 FT
4	RIGHT SIDE SETBACK	5 FT	5 FT
5	REAR SETBACK	5 FT	5 FT
6	FRONT SETBACK	10 FT	10 FT
7	LEFT SIDE SETBACK	5 FT	5 FT
8	RIGHT SIDE SETBACK	5 FT	5 FT
9	REAR SETBACK	5 FT	5 FT
10	FRONT SETBACK	10 FT	10 FT
11	LEFT SIDE SETBACK	5 FT	5 FT
12	RIGHT SIDE SETBACK	5 FT	5 FT
13	REAR SETBACK	5 FT	5 FT
14	FRONT SETBACK	10 FT	10 FT
15	LEFT SIDE SETBACK	5 FT	5 FT
16	RIGHT SIDE SETBACK	5 FT	5 FT
17	REAR SETBACK	5 FT	5 FT
18	FRONT SETBACK	10 FT	10 FT
19	LEFT SIDE SETBACK	5 FT	5 FT
20	RIGHT SIDE SETBACK	5 FT	5 FT

BUILDING SECTION A-A
NTS

8-B-5

Victorian Manor Replacement Nursing Home

PRELIMINARY PLANS

LaGrange, Illinois
PROJECT NUMBER 0093
DATE: June 15, 2009

SAS Architects & Planners
111 SOUTH FULL ANTHONY STREET, CHICAGO, ILLINOIS 60606

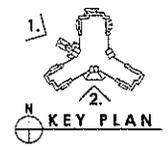
Exhibit #2(a)



1 NORTH-EAST ELEVATION



2 SOUTH ELEVATION



KEY PLAN

5-13-9

Victorian Manor Replacement Nursing Home

PRELIMINARY PLANS

LaGrange, Illinois
PROJECT NUMBER: 25093
DATE: June 15, 2004

SAS Architects & Planners
111 EAST WYOMING STREET, CHICAGO, ILLINOIS 60601

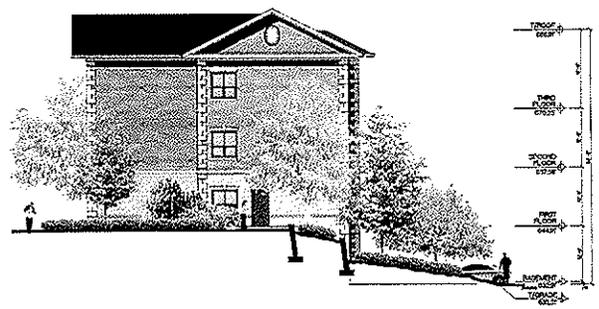
Exhibit #2(b)



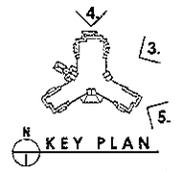
3 NORTH-EAST ELEVATION



4 NORTH ELEVATION



5 SOUTH-EAST ELEVATION



KEY PLAN

Victorian Manor Replacement Nursing Home

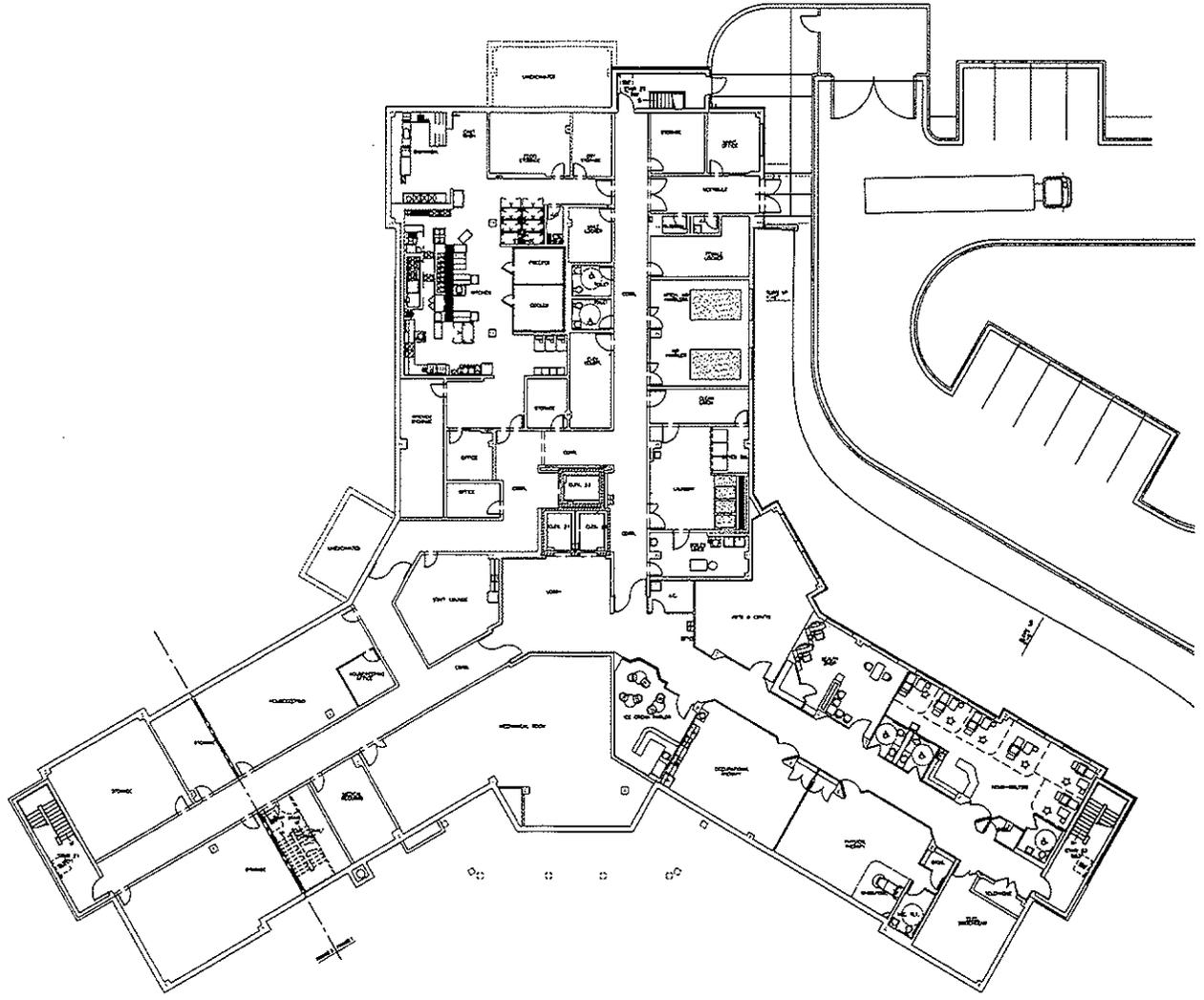
PRELIMINARY PLANS
LaGrange, Illinois

PROJECT NUMBER: 00000
DATE: June 13, 2008

SAS Architects & Planners
111 SOUTH WASHINGTON STREET, CHICAGO, ILLINOIS 60604

Exhibit # 3(a)

5-B-10



BASEMENT PLAN
SCALE: 1/8" = 1'-0"

AREA: 26,447 S.F.

DATE: 06/13/08

Victorian Manor Replacement Nursing Home

PRELIMINARY PLANS

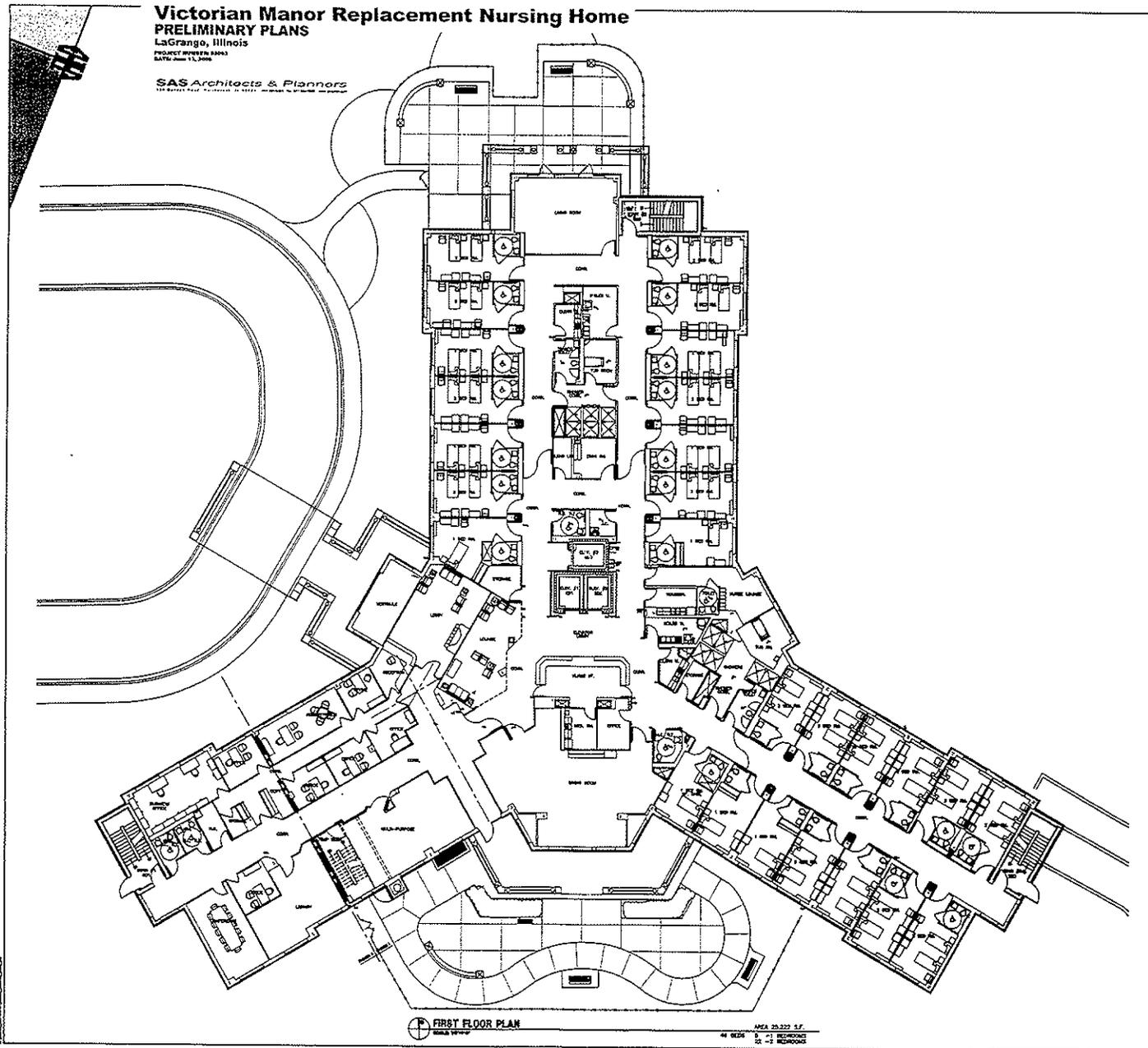
LaGrange, Illinois

PROJECT NUMBER 80003

DATED June 11, 1988

SAS Architects & Planners

100 SOUTH FIFTH AVENUE, SUITE 100, CHICAGO, ILLINOIS 60605



FIRST FLOOR PLAN

AREA 20,227 S.F.
44 WDS
21 BEDROOMS
22 - 22 BATHROOMS

Exhibit # 3(b)

11-8-88

Victorian Manor Replacement Nursing Home

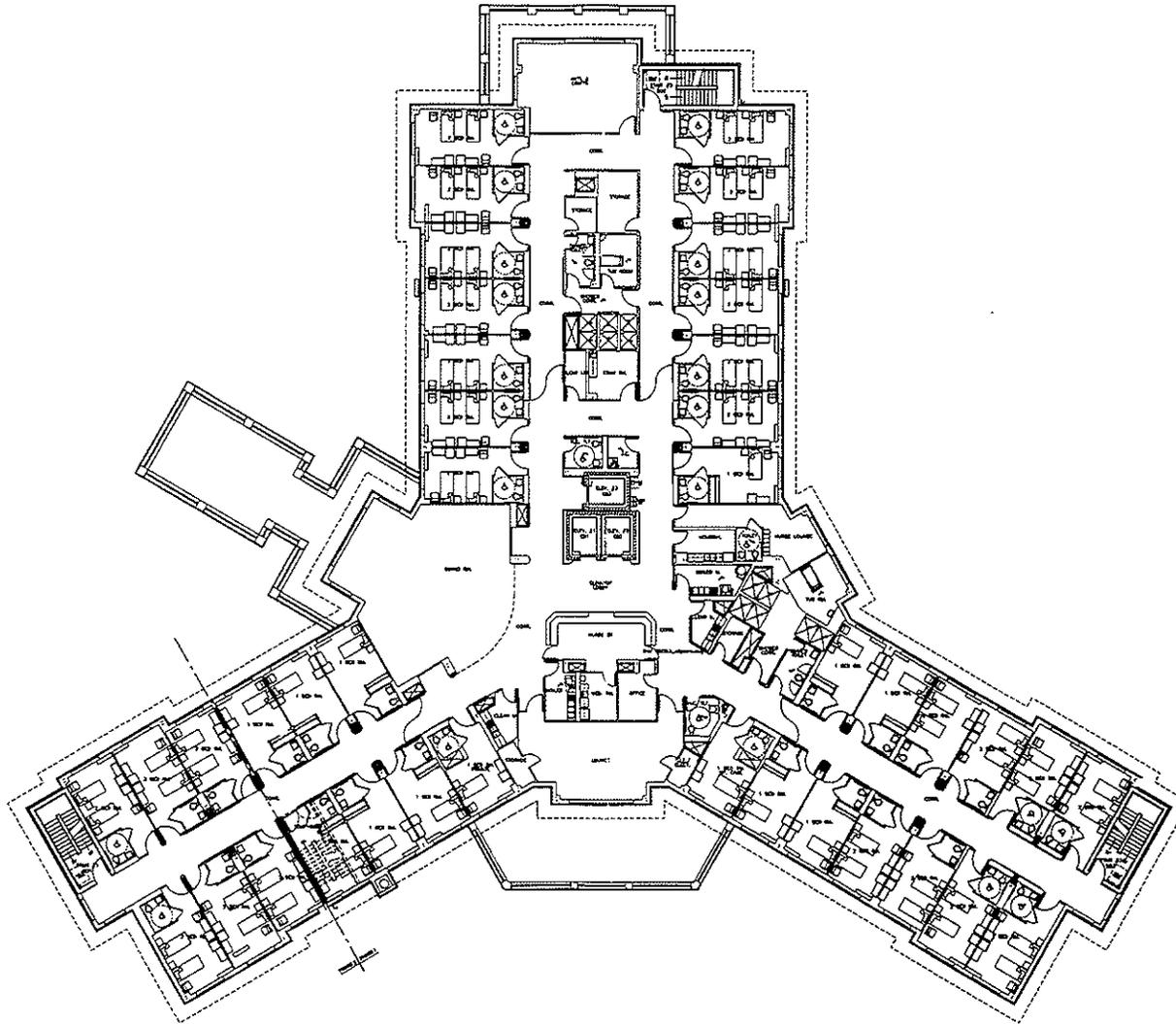
PRELIMINARY PLANS

LaGrange, Illinois
PROJECT NUMBER: 9902
DATE: June 13, 2004

SAS Architects & Planners
111 EAST 14TH AVENUE, SUITE 1000, DENVER, CO 80202

Exhibit # 3(c)

219-5



TYPICAL FLOOR PLAN AT 2ND-3RD FLOOR

AREA: 75,277 S.F.
87 BEDS
17 - 11 BEDROOMS
37 - 8 BEDROOMS

FINDINGS OF FACT

PLAN COMMISSION OF THE VILLAGE OF LA GRANGE

President Asperger and
Board of Trustees

February 21, 2006

RE: PLAN COMMISSION CASE #181 – SPECIAL USE PERMIT/SITE PLAN APPROVAL TO AUTHORIZE CONSTRUCTION AND OPERATION OF A NURSING CARE FACILITY, 339 9TH AVENUE, MML PROPERTIES, LLC.

The Plan Commission transmits for your consideration its recommendations for the proposed Special Use/Site Plan Approval at the property known as 339 South 9th Avenue.

I. THE APPLICATION:

The applicant, MML Properties, LLC, seeks to replace an existing nursing home within the I-B Institutional Buildings District at 339 South 9th Avenue.

II. THE PUBLIC HEARING:

After due notice, in accordance with law, the Plan Commission held a public workshop on February 21, 2006, to consider a Planned Development and Final Site Plan Approval in the La Grange Village Hall. Present were Commissioners Reich, Tyrrell, McCarty, Adducci, Kardatzke, and Delisi, with Chairman Randolph presiding. Also present were Community Development Director, Patrick D. Benjamin; and Assistant Community Development Director, Angela M. Mesaros.

Chairman Randolph swore in Glen Sechen and Kevin Wolfberg, Attorneys at Law; Christopher Vangel owner of the property; John Platakis, Administrator of Victorian Manor; Steven Sussholz, Architect; and Karen Stonehouse, Urban Planner, who presented the application:

- Mr. Vangel stated that when he completed the purchase in August 2005 he noted several inefficiencies and deterioration of the facility.
- Mr. Platakis stated that the focus of Victorian Manor is quality care to residents and quality of life, which is difficult due to the current configuration of the building. For example, a series of ramps restricts the movement of residents; the nursing stations are inefficient, the buildings lack storage, wheelchair access and have outdated fire alarm equipment.
- The current facility was constructed in 1911 as an orphanage and in the 1960's a new facility was constructed to the south and the entire facility was converted to a nursing home. Originally, the property had three separate buildings that had been connected.

5-13-13

Two floors are not at the same level as the middle floor; therefore, they use ramps to connect the floors.

- Mr. Sussholz stated that he was hired to increase the efficiency of the building that is currently 'E' shape, with small multiple nursing stations. Most of the rooms share bathrooms. Only one elevator services the third floor, which would not be permitted by code today.
- Mr. Sussholz explored three options for improvement of the building: (1) Remodel the facility. The problem with the remodel is that they would lose 42 beds in order to provide a private bathroom for each room. According to the Petitioner this would not be economically feasible. They would have to spend \$13.5 million and still only have 153 beds and seven nursing stations. (2) Close down the nursing facility and build a new structure at the same location. However, this would mean displacement of residents and employees. (3) The Petitioner proposes the third option - fit a new building in between the existing buildings.
- The project would be completed in two phases: The first phase is construction of the new nursing home; the second phase is to move the patients and demolish the old nursing home.
- The Petitioner presented the proposed plans to the neighborhood. Based on community comments, they adjusted the original plans.
- Based on Plan Commission comments they adjusted the entrance from Ninth Avenue to a one-way service off Bluff Avenue. Deliveries will occur off Bluff Avenue.
- After conversations with the Village Engineer, the Petitioner plans to positively drain the site into the village storm sewer system off Bluff Avenue.
- The impervious surface area will be reduced with the new building, and they will greatly enhance the setbacks from 95 feet to 215 feet on the west and 15 feet to 65 feet on the north.
- They estimate 24 months for demolition and construction. Construction access will be off Bluff.
- The Petitioner has no intent to sell the frontage for condominiums, townhomes or single family houses.
- The proposed height is 51.6 feet to the highest point.

5-B,14

Chairman Randolph solicited questions from the Commissioners:

- Commissioners asked questions regarding demographics and the patient care of the facility and the Petitioner agreed to bring additional information to the next meeting regarding the exact demographic that they will serve.

Chairman Randolph solicited questions and comments from the audience:

- The audience asked several questions about drainage, combined sewer system, noise and lighting.

There being no further questions or comments from the audience or the Commissioners, Chairman Randolph suggested that the hearing recess for further discussion. A motion to recess until Tuesday, March 14, 2006 at 7:30 p.m. was made by Commissioner Kardatzke and seconded by Commissioner Reich. The Plan Commission recessed at 9:55 p.m.

On March 14, 2006 at 7:30 p.m. the Commission reconvened the hearing in the La Grange Village Hall. Present were Commissioners Reich, McCarty, Adducci, Kardatzke, and Delisi. In the absence of Chairman Randolph, Chairman Pro tem McCarty presided. Also present was Patrick D. Benjamin, Community Development Director; Angela M. Mesaros, Assistant Community Development Director; and Mark Burkland, Village Attorney.

Chairman Protem McCarty called the meeting to order. The Petitioner presented a revised site plan and the following additional information:

- According to the Petitioner the current low occupancy is the result of the dilapidation of the physical structure. The Petitioner provides complex and specialized services that many facilities in the area do not offer, such as ventilator care and complex wounds, etc. In addition they accept Medicare and Medicaid patients, which private facilities do not.
- Eric Russell, KLOA, Traffic Consultant, presented a parking study commissioned by Village staff. Mr. Russell stated that he recommends 97 parking spaces total, but he said the site could go as low as 87 spaces.
- As requested the Petitioner has increased the berm in front of the parking lot to six feet high and depressed the roadway one and half feet lower in order to further screen the cars. As recommended in the traffic study, they reduced the number of parking spaces to 97 parking spaces with 26 landbanks.

Chairman Pro tem McCarty solicited questions from the Commissioners:

5-B.15

- The Commissioners questioned the evidence that 203 beds were needed.
- Commissioners asked for recommendations and referrals from other communities and violations from the company in the past.
- The Commissioners questioned the design of the building and the proposed 'Y'- shape. They felt that the strong front porch presence that currently addresses Ninth Avenue is important, and they would like to see that addressed in the proposed plans.

Chairman Pro tem McCarty solicited questions from the audience:

- The audience stated that they appreciate the response of the developer to input from the Plan Commission.
- The audience had further questions about the combined sewer system and the impervious surface coverage. Staff stated that the Village would invite the Village Engineer to speak regarding the storm water issues at the next meeting.

There being no further questions or comments from the Audience and the Commissioners, the Commissioners agreed to recess the hearing for further discussion. A motion to recess until April 18, 2006 was made by Commissioner Reich and seconded by Commissioner Kardatzke. The Plan Commission recessed at 9:45 p.m.

The Petitioner requested a continuance to June 13, 2006. On June 13, 2006, the Plan Commission convened the hearing in the La Grange Village Hall. Present were Commissioners Reich, Tyrrell, McCarty (arrived at 7:42 p.m.), Adducci and Delisi with Chairman Randolph presiding. Also present was Patrick D. Benjamin, Community Development Director; Angela M. Mesaros, Assistant Community Development Director and Mark Burkland, Village Attorney.

Chairman Randolph called the meeting to order. The Petitioner, MML Properties, presented a revised site plan for the facility that meets the standards of the Zoning Code for the I-B District. The Petitioner no longer seeks a Planned Development. A nursing care facility is a special use within the I-B District; therefore, the new application is an amendment to the Special Use and Site Plan Approval.

- Chairman Randolph stated that the issue now is *not* whether the facility is needed; rather it is a matter of landscaping, height, site plan, etc. This is a recognized use identified as an institutional use in the Comprehensive Plan, which was recently adopted.
- Mr. Burkland stated that he concurs with the Chairman that the issue of use has been withdrawn. There is no change in the special use status; they seek only an amendment to the special use.

5-B.16

- The Petitioner explained the site revisions in detail. The number of beds has been reduced from 203 to 183 beds. The equipment is screened by the mansard roof. They have addressed the design of the building and have landbanked additional parking, and lowered the overall parking.
- They have proposed a similar color of brick to the existing. They have set the building back and included simulated limestone base. All parkway trees will be maintained.
- Residents of the current facility and their family members attested to the current condition of the building. They stated that people live in this building, and their lives are affected by this decision. There are many problems with the building. For example, over Memorial Day weekend the air conditioner was broken.
- Mary Grondin, the new administrator of Meadowbrook Manor, who has a master's degree in business administration, stated that the current facility is antiquated, old. Ms. Grondin explained that the facility does not meet current codes for nursing stations and common living space. She further stated that it would not be possible to displace residents and employees.
- Doug Britain, Planning Commissioner for the City of Minnetoka, Minnesota and feasibility consultant, stated that the proposed design is common for new, modern nursing homes. This design provides operational efficiency and improved site lines for nursing stations.
- Residents on Ninth Avenue stated that they are generally happy with the proposed nursing home. Their fear is that townhomes or condominiums would be built there. They want to see this use stay the same. Meadowbrook Manor has responded to most of their concerns, and they are pleased with the design of the building.

There being no further questions or comments from the Audience and Commissioners, the Petitioner requested that the hearing be continued in order to take testimony from the land use planner. The hearing was continued to July 11, 2006.

On July 11, 2006 at 7:35 p.m. the Plan Commission reconvened the hearing in the La Grange Village Hall. Present were Commissioners Reich, McCarty, Adducci, Kardatzke and Delisi with Chairman Randolph presiding. Also present was Patrick Benjamin, Community Development Director; Angela Mesaros, Assistant Community Development Director, and Mark Burkland, Village Attorney.

Chairman Randolph called the meeting to order. Mr. Graham, Director of Planning Resources reviewed the site and neighborhood context and La Grange's current Comprehensive Plan and Zoning Code standards:

5-B.17

- Mr. Graham has a degree in landscape architecture with seven years of plan review experience. He is the principal at the firm. His specialization is urban planning, comprehensive planning and environmental planning. He was personally involved in plan reviews for New Lennox Tower Town Center. He has not had experience overseeing architectural design; however, he has reviewed similar cases.
- Mr. Graham stated that in his professional opinion, this use meets the intent of the Comprehensive Plan and Zoning Ordinance.
- Karen Stonehouse, AICP, Urban Planner, Planning Resources, who works for Mr. Graham stated that she agrees with Mr. Graham's assessment.

Chairman Randolph solicited final deliberation comments from the Commissioners:

- Commissioner McCarty asked about the Zoning Code standards for a special use. Village Attorney, Mark Burkland read the standards (See attached Section 14-401E of the Zoning Code, *Standards for Special Use Permits.*)
- Commissioner Adducci stated that he thinks that the second special use standard, "keeping in character with the adjacent property" is an issue.
- Commissioner Adducci stated that he has tried to engage the applicant in discussion of possible alternative site plans that could be developed involving phasing of the construction of the new building. The applicant stated that the only solution for the site plan was the alternative that they had presented. He further stated that he is not convinced that the special use standard "all steps have been taken to minimize any adverse impacts" has been met in this case.
- Commissioner McCarty discussed the special use standard that "the development will not result in the destruction, loss, or damage...of any historic feature of significant importance." He stated he thinks the proposed building design impacts the character of the neighborhood and that the existing building is historic in nature.
- Commissioner Kardatzke stated that in some ways the architecture of the existing building is representative of La Grange. He believes there must be a way to save the façade of the building. However, he understands that functionally the building is not as good as it should be.
- Commissioner Adducci stated that he believes the applicant has done a good job of working with the resistance from neighbors on Ninth Avenue; however, in the compromise design to keep the existing structure in place during construction, we end up with an unexpected design.

5-B.18

- Commissioner Delisi stated that she is still unsettled about the statement that the existing building is not historic in nature. She commented that the Petitioner has done a very nice job of addressing residents' concerns. She further stated that she would want a better facility for her loved ones to stay in. However, she is not convinced that the proposed building design is the best solution for the property for the long term.
- Commissioner Adducci stated that personally he is in support of construction of a new nursing home. He is comfortable with the use; it is an amenity to the Village. However, he does not believe that the proposed building design fits the special use criteria for context within the neighborhood and he is not convinced the proposed building design is the only solution.
- Commissioner Kardatzke stated that he views this as an historic building.
- Chairman Randolph stated that he agrees that technically the existing building is obsolete. The Petitioner has modified the proposed new building design, it has gotten smaller and it is no longer a Planned Development. The application is now only a Special Use. The Commissioners are bound to look at the criteria for a special use and make their judgment based on that.
- Commissioner Reich stated that he doesn't recall hearing any negative comments from the neighbors. The neighbors were all positive for the most part over the last several meetings.
- Commissioner Reich stated that he believes that in terms of what its use is to be the application complies with everything that they have to do. He does not see anything in the Special Use standards that indicates that the Village should deny this proposal.

There being no further questions or comments from the Audience and Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner McCarty that the Plan Commission Recommend to the Village Board of Trustees approval of the application for an amendment to a Special Use Permit and new Site Plan approval with Plan Commission Case #181.

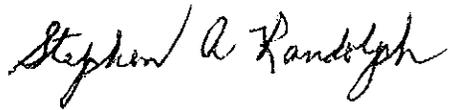
Motion failed by a roll call vote:

AYE: Commissioners Reich and Chairman Randolph
NAY: Commissioner McCarty, Adducci, Kardatzke and Delisi
ABSENT: Commissioner Tyrrell.

5-13-19

Respectfully Submitted

PLAN COMMISSION OF THE
VILLAGE OF LA GRANGE

A handwritten signature in cursive script that reads "Stephen A. Randolph".

Stephen Randolph, Chairman

5-13.20

STAFF REPORT

PC Case #181

TO: Plan Commission

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

DATE: June 13, 2006

RE: **CONTINUATION OF PLAN COMMISSION CASE #181 - SPECIAL USE PERMIT/SITE PLAN APPROVAL TO AUTHORIZE CONSTRUCTION AND OPERATION OF A NURSING CARE FACILITY, 339 S. Ninth Avenue, MML Properties, LLC.**

The petitioner, MML Properties has revised its site plan so that the proposed facility would meet the standards of the Zoning Code for the I-B Institutional Buildings District. Therefore, the petitioner no longer seeks a Planned Development. However, a nursing care facility is a special use within the I-B district. Therefore, a Special Use Permit and Site Plan Approval are required in order for the petitioner to construct the facility.

At the public workshop on March 14, 2006, the Plan Commission requested the following revisions to the site plan and elevations:

- Facility should be designed with a more residential feeling;
- Decrease the size of the proposed building; and
- Explore putting pedestrian walkway back in front of Ninth Avenue to the front door and moving front porch straight ahead towards Ninth Avenue.

Based on this input, the petitioner has revised the site plan and renderings (see attached):

- Reduction in Floor Area Ratio from 0.525 to 0.493;
- Number of beds has been reduced from 203 to 183;
- Revised façade design;
- Addition of a new sidewalk that extends to Ninth Avenue; and
- Shifted total parking spaces: increased land banked parking from 26 to 34 spaces and decreased number of parking spaces provided from 97 to 92 for an increased in total parking from 120 to 126 spaces. This will provide additional green space on the north side of the property.

5-B.21

APPLICATION:

1. SPECIAL USE TO ALLOW CONSTRUCTION AND OPERATION OF A NURSING CARE IN THE I-B INSTITUTIONAL BUILDINGS DISTRICT

MML Properties has filed an application with the Community Development Department in order to obtain a Special Use Permit and Site Plan Approval to construct and operate a nursing care facility at 339 S. Ninth Avenue.

SPECIAL USE STANDARDS:

In reviewing the Special Use application, please be sure that the standards listed on the application have been met. In determining that, consider Paragraph 14-401E1 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.*

The subject property is located within the I-B Institutional Buildings District. The petitioner proposes to replace an outdated nursing home, constructed in 1911, with a modern facility. A nursing care facility is a special use in the I-B district.

According to the *Comprehensive Plan Long Range Land Use Plan* (May 2005), this property is designated for “public and institutional” use. In addition, the Comprehensive Plan establishes that the Village should seek continued development of senior citizen facilities and services. This use is consistent with the Comprehensive Plan.

- (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.*

5-13-22

According to the petitioner, the proposed facility would serve as a modern replacement of a similar facility. The facility will continue to operate during construction. Required screening and setbacks will be provided for the 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, the proposed development would provide increased green, open space and greater setbacks from the residential district along Ninth Avenue than currently exists. The new facility would be located in the area between the existing buildings. The main entrance to the building would be shifted from the residential district to the multiple family and industrial areas along Bluff Avenue, which should decrease interference with the residential areas. In addition, the proposed building is a reduction from the floor area ratio and the number of beds that exists currently.

- (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 petitioner will provide adequately for such services.*

The petitioner proposes to construct the building in conjunction with the upcoming sewer reconstruction on Bluff Avenue. During construction, utilities will tunnel under the building so that rerouting would not be necessary. Emergency access to the buildings will be maintained during construction. Department Head staff and Village Engineer have reviewed the site plan at meetings with the petitioner at which time the petitioner addressed any concerns.

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

Village staff commissioned the *Traffic and Parking Study*, dated February 17, 2006, conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA). The study generally stated that a nursing home is a relatively low traffic generator; the volume of traffic generated at full occupancy can be adequately accommodated on the adjacent street system; vehicular circulation through the site would be safe and efficient; emergency vehicles will have access to all four sides of the building; and the proposed parking would be adequate.

5-B.23

MML Properties has provided the following revisions in response to the recommendations of the traffic study: Site plans indicate new directions a sign at each entrance and exit, and a fourth accessible parking space has been provided to conform to ADA standards.

- (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.*

According to the petitioner, the existing building is impractical for use as a nursing home or other institutional facility. In fact the structure has been cited many times for violations by the Illinois Department of Public Health and the Village Fire Department.

- (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 proposed development complies with the standards of the La Grange Zoning Code. The petitioner has expressed a willingness to comply with any additional standards imposed by the Village.

DELIBERATION FACTORS

Special Uses require weighing possible impacts and effects on the community against any added benefit they may afford or need they may address. In order to determine their appropriateness on any proposed site and their compliance with proposed standards, the Commissioners should consider these factors as outlined in Paragraph 14-401E3 of the Zoning Code:

- (a) Public Benefit: *Whether or to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or 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 or to what extent, such public goals can be met by the location of the proposed site or in some other area that may be more appropriate than the proposed site.*
- (c) Mitigation of Adverse Impacts: *Whether or 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, landscaping, and screening.*

5-B.24

The petitioner will present the additional information at this meeting regarding the public benefit and alternative locations, as requested by the Commissioners, including the following:

- Population data that identifies the demand of their specific services and a definition of the market area;
- Recommendations/Referrals from other communities
- Material samples;
- State Statute that requires that the residents cannot be moved while the building is under construction; and
- Explanation of function and design of the shape of the proposed building.

BULK, YARD, AND SPACE REQUIREMENTS:

The following table is a comparison of the applicable bulk, yard, and space requirements for the I-B Institutional Buildings District and the proposed development. *Red text indicates revisions to the plan since the meeting in March 2006.

Standard		I-B Institutional Buildings District	Proposed Development*
Use		Nursing and personal care facilities as a special use.	Nursing Home with 203 beds. Revised: 183 beds.
Height		Maximum: 45 feet. May be increased one (1) ft. up to a max. 10 ft. for every 5 ft., the setback of the portion of the building from the nearest single family district exceeds 25 ft.	53 feet at highest point
Total Lot Area		Minimum 15,000 square feet	178,242 square feet
Minimum Lot Width		Minimum 100 ft.	Bluff Avenue: 359.62 ft. Ninth Avenue: 355 ft.
Setbacks	<i>Front and Corner Side Yard</i>	Minimum 15 feet	Bluff Ave: 25 feet Benton Ave: 65 feet Ninth Ave: 200 feet Revised: 212 ft.
	<i>Interior Side Yard</i>	Minimum 5 feet.	50 ft.
	<i>Rear Yard</i>	Minimum 5 feet.	<i>No rear yard (double frontage lot)</i>
	<i>From any Single Family District</i>	Minimum 35 feet	Benton Ave: 65 feet Ninth Ave: 200 feet

5-13-25

Standard	I-B Institutional Buildings District	Proposed Development*
Maximum Floor Area Ratio	Maximum 0.50	0.525 Revised: 0.493
Parking Spaces	<i>Nursing Homes - 1 space for each 3 beds PLUS 1 for each employee and full-time volunteer.</i> Minimum: 128 spaces required. Minimum: 121 spaces required	98 parking spaces plus 22 land banked spaces = 120 total parking spaces. 92 spaces plus 34 land banked spaces = 126 total parking spaces.
Parking Setback	Five (5) foot setback around perimeter.	5 ft. at closest point (south lot line)
Parking Lot Screening	Landscaped open space buffer of five feet in width; screening of six feet in height adjacent to residential and three feet in height along every other yard.	See landscaping plan.
Off-Street Loading	None for the first 10,000 sq. ft. of gross floor area, then 1 for 10,000 to 200,000 sq. ft. of gross floor area or fraction thereof PLUS 1 for each additional 200,000 sq. ft. of floor area or fraction thereof. Minimum: one loading space	1 space

SITE PLAN

A requirement of a Special Use Permit is also to submit information proving that the proposed use will not have undue adverse impacts on adjacent property, the character of the area, public health and safety. The site plan has not changed significantly from the original application. Proposed minor changes have decreased the footprint of the building, increased green space and increased setbacks.

RECOMMENDATION

Should the Plan Commission determine that the standards for Special Use Permit and Site Plan Approval have been met; staff suggests that the Plan Commission recommend to the Village Board of Trustees approval of the application as submitted in Plan Commission Case #181 with the following conditions:

1. Prior to issuance of a building permit, the petitioner shall prepare and file with the Village, for review and approval, a construction staging plan including delivery routes, construction parking, and street clean-up.

5-13.26

2. Grading and Site Engineering shall be approved by the Village prior to the issuance of any building permits.
3. The petitioner shall bury all on site utility lines underground.
4. Final screening and landscaping details be submitted with the application for building permit approval.

5-13.27

LaGrange Fire Department

Fire Prevention Bureau
300 West Burlington
LaGrange, IL 60525
(708) 579-2338 Fax: 579-9747



Inspection No — 21085

Property I.D.:

44006

Date:

August 29, 2006

Address:

339 S. 9th

Suite:

Phone:

Business Name:

Meadowbrook Manor

Systems:

Fire Alarm Sprinkler Standpipe Hood & Duct Other:

Inspection Type:

Routine Complaint Occupancy Other

Check Knox Keys:

Yes No

Pre-Plan Reviewed:

Yes No DNA

Results:

No discrepancies or violations were found during this inspection. *Thank you for keeping your property in a fire safe condition.*

During this inspection the discrepancies or violations listed on the attached sheet(s) were found. A reinspection is scheduled for the date below to allow you time to correct these problems.

See inspection comments on the attaches sheet(s).

This inspection was for your Certificate of Occupancy. The LaGrange Fire Department finds conditions as follows:

- No discrepancies or violations were noted. A copy of this report will be forwarded to the Building Department.
- Only minor violations were noted. The Fire Department portion of your Occupancy permit will be approved contingent on all violations correct by the date below.
- Conditions noted on the attached sheet must be corrected before your Certificate of Occupancy will be approved. Contact this department to schedule a reinspection when corrections have been made.

Reinspection Date:

September 28, 2006

Call on

to confirm.

NOTE: The Owner or other party having standing in this property may appeal the orders of the Fire Prevention Bureau by contacting the Office of the Fire Chief.

This inspection is intended to provide you with a basic review of the fire safety conditions in the occupancy. Although every effort is made to determine those violations which exist, not every violation or hazardous condition may have been observed. The fact that a given condition was not reported does not mean that such conditions do not exist. An inspection which reports "No violations" only indicates that none were observed at the time of the inspection.

Inspector:

Property:

5-73,28

LaGrange Fire Prevention Bureau
DISCREPANCY LIST

Item Number	Reference Number	Location and Description
1	7.2.1.2.2	The inner and outer set of doors on the main entrance do not meet the minimum width of 32". Doorways need to be remodeled to meet the code.
2	19.7.1	Operator at front door shall have a copy of the written fire evacuation plan
3	9.6.2.6	Third floor pull stations above the 54" height per the code.
4	399.1	Third floor apartment hallway, close up hole in ceiling next to detector
5	399.1	Same area as above, close up hole in bathroom wall
6	610.2	Same area as above, replace broken glass in exit sign, and sign must be lighted
7	310.6	Repair outlet in same area as above. Not properly installed.
8	399.1	Same area as above, south room east, close up hole in wall
9	519.4	Extinguisher behind stage has expired tag
10	7.2.1.2.2	Exit doors from third floor auditorium do not meet minimum 32" width.
11	310.7	Second floor nurses station, outlet in bathroom to be GFIC protected
12	310.7	Same areas as above, sink behind desk to be GFIC protected
13	310.7	Soiled waste across from above area, GFIC outlet protection required
14	310.6	Waiting area outside nurse's office second floor, outlet cover required
15	310.7	Four S nurse's station - outlet by sink to be GFIC
16	603.1	Second floor central supply - door closer broken
17	310.7	Four M second floor nurses station - bathroom outlet to be GFIC
18	310.7	All patient bathrooms throughout the facility shall be GFIC protected
19	310.7	All general bathrooms, soiled utility, whirlpool, etc - outlet to be GFIC
20	519.4	Second floor dining - extinguisher has expired tag
21	504.2	First floor northeast - stop work order issued by the fire dept. for work being conducted without a village permit. Community Development contacted and building inspector Urban responded. Area posted with stop work order. For additional information see alarm #06-1287
22	504.1	Sprinkler head in the freezer is encased in ice. Must be either a dry head or on an anti-freeze system.

5-13-29

LaGrange Fire Prevention Bureau

DISCREPANCY LIST

Item Number	Reference Number	Location and Description
23	310.6	Freezer in kitchen has an open electrical box
24	310.8	Wiring to motors on all cooler and freezer fans not wired properly
25	605.0	Basement activity room - exit door blocked by debris on outside
26		Leak in hallway ceiling outside above room has large area of mold
27	310.7	Electrical panel outside activity room - mark circuits
28	519.4	Extinguisher in basement elevator room has an expired tag
29	310.6	Housekeeping basement one - open electrical box
30	399.1	Same area as above - close up holes in walls
31		Hallway outside info services in the basement has mold on the ceiling
32	504.1	None of the common bathrooms in the building have visual devices tied into the fire alarm system
33	310.5	Misuse of extension cord in health info office
34	310.7	Oxygen storage in basement - outlet by louvers to be GFIC
35	310.6	Mechanical room leading to oxygen storage has open 1900 box
36	399.1	Medical records basement - close up hole in the wall
37	310.6	Same as above area - open knock outs on 1900 box
38		Numerous water leaks with large areas of standing water through out the basement
39	399.1	Close up hole in ceiling in carpenters workshop
40	310.6	Sub panel B in hallway leading to tunnel has an open circuit
41	310.6	Material storage room in basement has an open 1900 box
42	2309.1	All flammable in the above room to be stored in an approved cabinet
43	310.6	Heater fan by exit 9 in basement has open wiring
44	310.6	Housekeeping storage 3 in basement open circuits in both panels and knockouts
45	310.6	Hallway by above room - fan power cord going through the wall
46	310.6	Open 1900 box at tee intersection in tunnel
47	603.1	Door to tunnel by boiler room to remain closed at all times

57830

VILLAGE OF LA GRANGE
Community Development Department

MEMORANDUM

TO: Patrick Benjamin, Community Development Director

FROM: Curt Trusner, Environmental Health/Development Supervisor

DATE: August 25, 2006

RE: CODE VIOLATIONS, VICTORIAN MANOR, 339 S. LAGRANGE ROAD

As requested, the following are the existing exterior condition concerns at the above referenced property:

Garage:

- Peeling paint, fascia, soffit, siding, garage door
- East side rotting fascia
- East side siding damaged and buckled, holes in siding
- Large vertical foundation crack on east and south side
- Northwest side fascia & soffit is rotten, missing roof
- South side of foundation, large chunks missing

Residence:

- Peeling paint at foundation, doors, windows
- Grass clippings piled in vestibule
- Missing tuckpointing roof line east @ windows
- Ground level door not sealed at top
- Make shift window sill
- North side missing tuckpointing furthest east window, broken
- Gutters, peeling paint and full of weeds
- Stoop peeling paint
- Roof shingles damaged, missing
- Broken window screen, front door
- Chimney needs tuckpointing

North building:

- South side cracked windows
- Vertical cracks in foundation
- East side missing window panels
- Tuckpointing needed at guttering, smokestack, north side of building, east side @ guttering

5-B, 32

- Broken windows, various places
- Gar garage door, header detached, frame damaged
- East side, tree growing into grate the covers window
- Broken window, double hung, east side of building
- Cracks middle of building @ brick work
- Weeds in the gutter
- Fascia & soffit peeling paint, holes in soffit, windows peeling paint
- Fuzz accumulation on grate outside building
- West side decorative window above doors, falling in
- Damage at door frame, west side of building
- Peeling paint guttering

5-B.33

SCHAIN, BURNEY,
ROSS & CITRON, LTD.

LAW OFFICES

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Chicago, Illinois 60601-1102
312-332-0200
Fax 312-332-4514

May 31, 2006

VIA FEDERAL EXPRESS

Ms. Angela Mesaros
Planner
Village of LaGrange
53 S. LaGrange Road
LaGrange, IL 60525

Re: Meadowbrook Manor Zoning Application

Dear Angela:

Enclosed please find twelve (12) copies of the revised preliminary plans, including landscape and tree preservation plans, for our Zoning Application for a Special Use at 339 South 9th Avenue in LaGrange. Please note that due to the reduction of the Floor Area Ratio ("FAR") to .493, we request a change in our application from a Planned Development to a Special Use application for a nursing home in the Institutional Buildings District. Along with this reduced FAR, also note that the bed count has been reduced to 183 from the current, and previously proposed, 203 beds. Please let me know if you need any additional information.

Thank you for all your help with this process.

Very truly yours,



Kevin J. Wolfberg

KJW/epd
Enclosures

cc: Glenn C. Sechen

F:\KJW\Meadowbrook Manor\Village of LaGrange ltr_5-30-06.doc

5-13-34