

# Village of La Grange



**PUBLIC HEARING  
AND  
VILLAGE BOARD MEETING**

**MONDAY, JANUARY 28, 2013**

**7:30 p.m.**

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Thomas Morsch  
Village Clerk

VILLAGE OF LA GRANGE  
PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

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

AGENDA

Monday, January 28, 2013 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

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

2. PUBLIC HEARING – Draft Plan of Operation and Governance for Electric Aggregation Program Pursuant to Public Act 96-0176: *Referred to President Asperger*

3. PRESIDENT'S REPORT

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

A. Appointment – Environmental Quality Control Commission (EQCC)

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

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

5. OMNIBUS AGENDA AND VOTE

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

A. Ordinance – Amendment to Planned Development Final Plans – Adventist La Grange Memorial Hospital – Wound Care Center Addition, 5101 S. Willow Springs Road

- B. Consolidated Voucher 130128
  - C. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, January 14, 2013
6. CURRENT BUSINESS  
*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*
- A. Ordinance – Zoning Text Amendment – Amending Subsections 16-102 B & I, Definitions of Building Coverage and Impervious Surface, and Subsections 3-110G10 & 4-110H17 to include in-ground swimming pools in determining lot coverage, and excluding from building coverage: *Referred to Trustee Nowak*
7. 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.*
8. 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.*
9. 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.*
10. TRUSTEE COMMENTS  
*The Board of Trustees may wish to comment on any matters.*
11. ADJOURNMENT

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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.

**PUBLIC HEARING  
ELECTRIC AGGREGATION**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

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

DATE: January 28, 2013

RE: **PUBLIC HEARING – DRAFT PLAN OF OPERATION AND  
GOVERNANCE FOR ELECTRIC AGGREGATION PROGRAM  
PURSUANT TO PUBLIC ACT 96-0176**

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In 2009, the State of Illinois amended the Illinois Power Agency Act (with Public Act 96-0176) which deregulated the electricity market for residential and small business customers (large industrial and commercial customers already had the authority to seek competitive bids), and provides for the municipal aggregation of electricity.

In accordance with State Statute, the Village initiated a referendum question for the November 6, 2012, ballot asking voters whether the Village should seek to create an electricity aggregation program. The referendum was approved, thus authorizing the Village to develop a program. The Village Board subsequently approved an ordinance authorizing an opt-out electricity aggregation program in November 2012. At its regular meeting on January 14, 2013, the Village Board entered into a contract with the Illinois Community Choice Aggregation Network for consulting services.

Public Act 96-0176 requires two public hearings for the purpose of allowing the public to comment on a Plan of Operation and Governance for a municipal Electric Aggregation program. In accordance with the Act, the Village must hold two public hearings. The first is scheduled for this evening, Monday, January 28, 2013. The second public hearing is scheduled for Monday, February 11, 2013. The Public Hearings were published in the Suburban Life Newspaper on January 16 and January 23, 2013 and were advertised on the Village's website and in the Village's newsletter.

Attached for your consideration and that of Village residents is a working draft of the Plan of Operation and Governance for the Village's electrical aggregation program. In broad terms, the plan describes: (1) how the aggregation program will operate, including qualifications of potential suppliers and suppliers pricing methodology; (2) how residents can enroll in and/or withdraw (opt-out) from the program; (3) options related to energy supply mix; (4) contract term; and (5) fees (if any).

Staff's approach in drafting this document was to obtain electrical supply and manage related operating expenditures at the lowest possible cost, since that seemed to be the Village Board's principal objective in pursuing this initiative. Consequently, and by way of example, we have deferred to public input and direction from the Village Board on certain variables which could increase the cost of supply and operating expenses, such as service levels and purchasing sustainable energy.

At this point, it would be appropriate to introduce our consultant, Mark Pruitt of the Illinois Community Choice Aggregation Network, who will review the plan components in more detail and identify the key decision-making opportunities which have been left to the Village Board to provide direction. These opportunities have been annotated in the working copy of the Plan of Operation and Governance in bold text. To aid in this review, Mr. Pruitt has prepared a PowerPoint presentation, hard copies of which will be distributed to the Village Board and audience prior to his presentation.

Once Mr. Pruitt has completed his presentation, it would be appropriate to open the floor for: public comment; read into the record any written correspondence received from Village residents; and questions and comments from the Village Board. No action is required at the conclusion of tonight's public hearing.

As noted earlier in this report, a second public hearing is scheduled for Monday, February 11, 2013. The format used this evening will be repeated at the public hearing on February 11.

At the conclusion of the second public hearing, it would be appropriate for the Village Board to discuss and provide final direction to staff and the consultant in structuring the Village's Plan of Operation and Governance for its municipal electric aggregation program.

Thereafter, the working draft of the plan will be revised to reflect final direction from the Village Board. The plan would then be placed on the next available regular meeting agenda of the Village Board which would be Monday, February 25, 2013. Once the plan is adopted, the Village will be in a position to initiate a process to solicit bids to supply electricity for Village residents and small business customers.

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**PUBLIC HEARING DRAFT  
JANUARY 28, 2013 and  
FEBRUARY 11, 2013**

**VILLAGE OF LA GRANGE  
ELECTRIC AGGREGATION  
PLAN OF OPERATION  
AND GOVERNANCE**

**\*DATE\***

## I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the Village of La Grange is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as “municipal aggregation”). As part of the municipal aggregation, the Village of La Grange may select a retail electric supplier and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

In accordance with the Act, on July 9, 2012, the Village approved Resolution No.12-09, authorizing the placement of a referendum on the November 6, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the November 6, 2012 primary election. Record of the authorizing votes for the referendum is included in Attachment A to this Plan of Operation and Governance.

On January 14, 2013, the Village retained the services of a Consultant to assist with planning and implementing the Program, bidding and selecting the electricity supplier, and advising the Village on public outreach and education related to municipal aggregation. A copy of the contract with the Consultant is available on the Village’s website.

Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. Under the authority granted through the referendum, the Village will develop and implement a municipal aggregation program (herein referred to as the “Program”) to negotiate an electricity supply agreement with a certified alternative retail electric supplier (ARES) on behalf of the Village’s residential and small commercial ratepayers. The Program not only provides these services, but provides the bargaining power achieved through municipal aggregation. Also, the program is designed to reduce the amount that residents and small businesses pay for electric energy power supply and gain other favorable terms of service.

The Village will not buy or resell power. Rather, the Village will competitively bid and negotiate a contract with a competent and licensed ARES on behalf of the Program participants to provide electric supply at contracted rates to eligible residents and small businesses located within the Village. The selected ARES (Supplier) shall provide accurate and understandable pricing and facilitate opt-out notifications. The Supplier will also perform ancillary services for the Program participants as described in this Plan.

Because the Village adopted an opt-out aggregation program, all eligible customers located within the Village will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt-out of the Program, the Village ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the Village plan for:

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- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and
- 3) Meeting any other legal requirements concerning aggregated electric service.

The Village conducted a public outreach campaign to educate residents and small businesses about the Program, and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts included public meetings, two statutorily-required public hearings, news releases, direct mailings and discussions with organizations and residents.

The Village, the Consultant, and the Supplier will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the Village.

## II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Act” shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq.

“Aggregation” or “Municipal Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.

“Aggregation Consultant” or “Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting that is retained by the Village to assist with the implementation of the Program.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the Village Municipal Aggregation Program.

“Aggregation Program” or “Program” shall mean the program established by the Village to provide residential and small commercial members in the Village with retail electric supply as described in this Plan.

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include Commonwealth Edison, the Village, or the Aggregation

Members. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that shall be provided in the generation and delivery of electricity, and shall include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“Commonwealth Edison” or “ComEd” shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium municipalities.

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of Commonwealth Edison.

“Eligible Retail Customer” shall mean a residential and small commercial retail customer of the Utility.

“Fixed Price” shall mean a non-variable and guaranteed Full Commodity Price for a specified period. This price includes all costs associated with delivering electricity to the Delivery Point and ComEd’s Utility Consolidated Billing and Purchase of Receivables services.

“Full Commodity Price” shall mean the all-inclusive costs associated with delivering electricity to the Delivery Point plus costs associated with ComEd’s Utility Consolidated Billing and Purchase of Receivables services. Such costs include, but are not limited to: tariff charges, rates and rate adjustments, transportation costs, capacity charges, ancillary service costs and credits, hedging and risk management fees, losses, and all other surcharges, taxes, custom duties/charges and balancing costs.

“Full Electricity Requirements” shall mean a sale of electricity supplies and services by the supplier in which the seller pledges to meet all of the each Member’s requirements, and the Members pledge to buy all of their electricity requirements from the supplier, for the delivery period identified in the RFP.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency.

“Load” shall mean the total demand for electric energy required to serve the Village residential and small commercial customers in the Aggregation Program.

“Opt-Out” shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

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“Opt-Out Notice” shall mean the notice delivered to each Member by the Village, identifying the procedures and protocols for the Member to opt out of, and choose not to participate in, the Program.

“PIPP” shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.

“PJM” shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the Commonwealth Edison service territory.

“Plan” shall mean this Aggregation Plan of Operation and Governance.

“Power Supply Agreement” shall mean the contract between the Village and the Alternative Retail Electric Supplier.

“Power Supply Bid” shall mean the procurement process utilized by the Village on behalf of Eligible Retail Customers to solicit prices for services from certified Alternative Retail Electric Suppliers.

“Price to Compare” shall mean the unit price for ComEd electricity supply services which is the sum of the electricity supply charge plus the transmission services charge plus the purchased electricity adjustment for non-electric space heating customers as established by ComEd Rider PE (Purchased Electricity) and Rate BES (Basic Electricity Service) or their successor Rates and Riders.

“REC” shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

“Retail Customer Identification Information” shall mean the retail customer information supplied by Commonwealth Edison to the Supplier in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer with an annual electricity consumption of less than 15,000 kilowatt-hours; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

“Supplier” shall mean the Alternative Retail Electric Supplier selected by the Village to provide electricity supplies and services to Aggregation Members.

“Village” shall mean the Village of La Grange, Illinois.

### III. ROLE OF THE VILLAGE

- A. The Village, with the assistance of the Consultant, will prepare and submit to ComEd a warrant, demonstrating the passage of the referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles.
- B. The Village, with the assistance of the Consultant, shall prepare a data request to submit to ComEd seeking the generic account data of residential and small commercial retail customers.
- C. The Village and Consultant will review the customer list to remove ineligible customers; provided however, that the Village and Consultant shall have no responsibility to potential aggregation Members or the Supplier for the accuracy of the customer account information provided.
- D. The Village, with the assistance of the Consultant, will conduct a Power Supply Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single ARES. The Village will evaluate the bids received and select a single ARES to serve as the electricity supplier.
- E. The Village shall adopt: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance.
- F. After the adoption of this Plan, the corporate authorities of the Village will consider approval of the Power Supply Agreement with the Supplier for the provision of electrical power to the Village's Program pursuant to the Power Supply Bid.
- G. The Village is under no obligation to enter into any Power Supply Agreement with any ARES and may, at its discretion, choose to have its aggregation members remain on ComEd's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.
- H. The Village shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.
- I. The Village shall be responsible for forwarding to ComEd periodic requests for consumer account data.
- J. The Village shall be responsible for providing the Consultant and Supplier with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.
- K. The Village will maintain the customer information it receives in a confidential manner as required by law, and will use that information only for purposes of its Municipal Aggregation.

The Village may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the Village. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the Village. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.

L. The Village is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

#### IV. ROLE OF THE AGGREGATION CONSULTANT

A. Duties. The Aggregation Consultant shall advise the Village and shall assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the Supplier's compliance with the requirements of the Power Supply Agreement.

B. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 et seq., the Consultant will be in a fiduciary relationship with the Village and owes the Village the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ARES. It is the duty of the Consultant to disclose any such relationships to the Village and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination of the agreement between the Village and the Consultant.

C. **Fee. The Consultant shall be paid directly by the Supplier as authorized by the Village for the services provided to the Village.** The amount of the compensation to the Consultant must be approved by the Village prior to issuance of any payment.

D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the Village and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by its agreement with the Village, and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer, that information to any other party for any purpose other than in furtherance of the Aggregation Program.

E. Ownership of Work Product. The Consultant shall not: (1) use any Village work product for any other client; or (2) represent any Village work product as its own.

#### V. SELECTION PROCESS

A. Competitive Selections. The Village, in cooperation with the Consultant, shall utilize a selection process to select a single ARES. The competitive selection process will allow the

Village to issue written specifications for the energy supplies and services required by Program Members, distribute those specifications to potential suppliers, and to review proposals in a manner to secure the best value for Members. The Village will not be required to enter into agreements with any ARES pursuant to any solicitation.

B. Selection Process. The Village may conduct a two-phase supplier selection process. The first phase may be the issuance of a Request for Qualifications (RFQ). The RFQ will be used to identify qualified bidders that can participate in the second phase. The second phase of the supplier selection process will be the submission of a bid document to qualified bidders.

C. **Request for Qualifications. For the initial Power Supply Agreement, the Village, in cooperation with the Consultant, shall develop an RFQ that will be issued by the Village.** Through the RFQ process, the Village will determine qualified bidders that meet the criteria specified in the RFQ. If an RFQ respondent meets all requirements of the RFQ, the RFQ respondent will be qualified to participate in a future bid process for supply of electricity to program participants.

1. Disclosures. In determining whether RFQ respondents are responsible and should be qualified, the Village will consider factors that include, but are not limited to, certifications, conflict of interest disclosures, taxpayer identification number, past performance, references, and compliance with applicable laws, financial stability, and the perceived ability to perform as specified. RFQ respondents must have financial resources sufficient, in the opinion of the Village, to ensure performance of the Power Supply Agreement and must provide proof of the sufficiency of their financial resources to the Village upon request.
2. Enrollments. RFQ respondents shall describe the manner and time in which the Opt-Out Process will be handled, and the manner in which the RFQ respondent communicates with ComEd to enhance Eligible Retail Customer participation in the Program. RFQ respondents must describe the process for adding new customer accounts to the Program during the term of the Power Supply Agreement.
3. PIPP participation. RFQ respondents shall certify that they can provide energy supply service to PIPP participants in a manner that does not cause PIPP participant to lose the benefits of the PIPP assistance program.
4. Member Services. RFQ respondents must describe how they will provide membership education, supply Opt-Out Notices, respond to customer inquiries, communicate with the public regarding the Program, and any other ongoing consumer education efforts.
5. Confidentiality. RFQ respondents must describe the controls they have in place to guarantee the confidentiality of customer account information.

6. Technical Qualifications of Proposers. RFQ respondents must demonstrate that they satisfy each of the following requirements:
  - a. Certifications. RFQ respondents must document that they possess all current and valid certifications and agreements necessary to the delivery of Electricity Supply to the Program, including, but not limited to:
    - i. ICC Certification. RFQ respondents must have a current certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC. Bidders must provide proof of their bond posting with the ICC.
    - ii. ComEd Registration. RFQ respondents must demonstrate their current registration as a retail electric supplier with ComEd.
    - iii. Existing Transmission Agreements. RFQ respondents must demonstrate their current supply agreement(s) for network integration transmission service under open access transmission tariffs.
  - b. Resources. RFQ respondents must demonstrate that they possess all of the resources and systems necessary to serve the Program, including, but not limited to:
    - i. Corporate Support and Resources. RFQ respondents must document the necessary corporate structure and local staff to provide energy power supplies to the Program.
    - ii. Financial Stability. RFQ respondents must provide documentation of investment-grade corporate debt rating as evidenced by one of the major investment rating agencies. RFQ respondents that operate as subsidiaries to larger corporate organizations must provide a letter of acknowledgement from the parent firm citing that the parent company supports the financial liabilities and obligations of the Respondent.
    - iii. EDI Systems. RFQ respondents must demonstrate that they possess an existing electronic data interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling anticipated Program volumes.
    - iv. Communications Platforms. RFQ respondents must demonstrate the ability to receive and respond to inquiries from Program participants, including the following, at minimum:

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- v. **Marketing Support.** RFQ respondents must demonstrate that they possess the existing ability to reach Program participants to provide education on the terms of the Program and the Act. Bidders must demonstrate how marketing materials and messages can be provided to Members through, but not limited to, the following communication portals: regular mail; email distribution lists; websites; social media; and phone contact.
  - vi. **Toll Free Call Center.** RFQ respondents must demonstrate that they maintain, or will maintain, a toll-free telephone access line which shall be available to Program Members and Associate Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. Outside of these hours, the access line may be answered by a service or an automated response system, including an answering machine. Additional requirements may be determined by the Village Board.
  - vii. **Program Website.** RFQ respondents must demonstrate that they maintain, or will maintain, a dedicated website for the Members. The website shall provide basic information concerning the Program and shall facilitate customer inquiries by providing a platform for the submission of questions. The website shall allow for opt outs during the Opt-Out Period and for enrollments after the Opt-Out Period. Responses to inquiries submitted through the website platform shall be made within 24 hours.
  - viii. **Multiple Languages.** RFQ respondents must demonstrate the ability to provide customer service for Members requiring non-English verbal and written assistance.
  - ix. **Hearing Impaired Services.** RFQ Respondents must demonstrate the ability to provide customer service for hearing-impaired Members.
  - x. **Data Services.** The Supplier will provide Members with access to their account's historical electricity consumption and costs; information concerning the opportunities and advantages for energy efficiency and distributed generation; and analytical tools to aid in establishing more efficient use of electricity.
7. **RFQ Response Evaluation.** The Village, in cooperation with the Consultant, will evaluate RFQ responses using the following criteria:
- a. Technical qualifications.
  - b. Quality of the response to the solicitation.

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- c. Quality of the communications plan and timeline.
  - d. Experience in the ComEd service region
  - e. Ability to enroll customers into the Program pursuant to an established schedule.
  - f. Any other factors deemed to be in the Village's best interest.
- D. **Electricity Supply Bids.** The Village, in cooperation with the Consultant, shall develop bid documents that will be distributed to qualified bidders. The solicitation documents will request bids for the Full Electricity Requirements for Members. The Village shall receive and evaluate bids and may enter into a Power Supply Agreement with an ARES. The Village shall be under no obligation to enter into any Agreement with any ARES and may, at its discretion, choose to reject all bids or to conduct a new solicitation to provide electricity supply under the same or amended terms of this Plan.
- E. **Contents of the Bids.** The solicitations issued by the Village on behalf of Members shall include at least the following contents:
1. **Term of Agreement.** Bidders may propose the term period for their proposal. However, the Village shall have the discretion to establish the term and period of any agreement based on a determination of the best interests of Members.
  2. **Power Mix.** The Supplier shall meet the statutory requirements under the Illinois Renewable Portfolio Standards. The Village may seek to supplement the Program's power mix with the purchase of additional volumes of RECs. The Village may require bidders to provide options and pricing to accommodate such additional REC purchases.
  3. **Rates.** One of the Village's objectives in soliciting bids is to provide Members with delivered electricity prices that are less than the Price to Compare. As such, bidders must commit to a rate that is below the Price to Compare during the entire term of the Agreement. In the event the Price to Compare is less than the Supplier's rate, the Supplier will have the options, at the Village's discretion, as outlined in Section VI C.

Additionally, any pass-through costs above the costs associated with delivering Full Requirements Electricity supply to Members (such as administrative reimbursements to the Village, program costs, purchases of RECs above the volume required by the Illinois Renewable Portfolio Standard, etc.) shall be disregarded for purposes of comparing the Fixed Price and the Price to Compare.

## **VI. POWER SUPPLY AGREEMENT**

The Village, at its option, will execute a Power Supply Agreement with the Supplier, in accordance with the following:

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- A. **Term. The term of the Village's first Power Supply Agreement shall be determined by the Village Board.** If the Agreement is extended or renewed, the Consultant will notify the Village of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The Village will have the discretion to set the length of any subsequent contract term.
- B. **Rate.** The Agreement shall specify the approved rates and the power mix for the Program, and shall specify additional fees (if any).
- C. **Supply of Power.** The Supplier shall supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) **at the option of the Village, exceed the requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through registered hydroelectric, wind, solar, photovoltaic or captured methane-landfill gas.**
- D. **Compliance with Requirements in the Bid.** The agreement shall require the Supplier to maintain all required qualifications, and to provide all services required pursuant to the Joint Power Supply Bid.
- E. **Compliance with Plan.** The Agreement shall require the Supplier to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the Supplier shall provide the Village with such reports and information as required in this Plan.
- F. **Non-Competition.** The Supplier must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.
- G. **Hold Harmless.** The Supplier must agree to hold the Village harmless from any and all financial obligations arising from the Program.
- H. **Insurance.** The Supplier shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the Village deems necessary.
- I. **Additional Services.** The Agreement may provide that the Supplier will assist the Village in developing a Member Education Plan. The Agreement may provide that the Supplier will assist the Village in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the Village from developing its own Member Education, Energy Efficiency, and Demand Response programs.
- J. **Fees and Charges:**
1. **Additional Fees Prohibited.** Neither the Village nor the Supplier will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b)

clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.

2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
3. Termination, Enrollment, and Switching Fees shall not be charged except as permitted by this Plan.

**K. Costs. At the discretion of the Village, costs of the aggregation program development and administration may be paid by the Supplier, which may include professional, legal, Consultant, and administrative costs incurred by the Village in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.** If the Village determines that the Supplier should pay those costs, the Village shall direct the amount and means for facilitating payment of those costs.

**L. Termination of Service.**

1. End of Term. The Power Supply Agreement with the Supplier will terminate upon its expiration.
2. Early Termination. The Village will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include but are not limited to the following:
  - a. Breach of confidentiality regarding Member information;
  - b. The disqualification of the Supplier to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Joint Power Supply Bid;
  - c. ComEd's termination of its relationship with the Supplier;
  - d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
  - e. Billing in excess of the approved rates and charges;
  - f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
  - g. Failure to perform at a minimum level of customer service required by the Village

Upon termination for any reason, the Village will notify ComEd to return the Aggregation Members to the Default Tariff Service. Upon termination, each individual Member will receive written notification from the Village of the termination of the Program.

2.14

## VII. PRICING

**A. Pricing Methodology.** The Village intends to establish a Fixed Price for the purchase of the Full Electricity Requirements for Members. That fixed price will be honored for period of time to be determined by the Village Board. The Village reserves the right to establish a price through a methodology as may be developed by the Village and the Consultant.

**B. Recording.** The Full Commodity Price established will be added to the pricing appendix in the Power Supply Agreement. Costs associated with additional Renewable Energy Credits may be added to the commodity price settlement at the discretion of the Village.

**C. Pricing Guarantee.** The Village's intent in soliciting the proposals is to provide residents with delivered electricity prices that are always less than ComEd's applicable rates. As such, the Supplier must commit to a rate that is below the Price to Compare in all periods of the Agreement. In the event the Price to Compare is less than the Supplier's rate, then the Supplier will, at the Village's discretion, have the option of:

1. Reduction. Reducing the Agreement Fixed Price to a rate at least equal to the Price to Compare; or
2. Transfer accounts to ComEd. Transferring Program accounts to Default Tariff Service at the discretion of the Village; or,
3. Transfer accounts to another Supplier. Transferring Program accounts to another ARES at the discretion of the Village.

## VIII. IMPLEMENTATION PROCEDURES

**A. Development of Member Database.** Pursuant to ICC regulations, the Village Manager or his or her designee will submit a Direct Access Request and Government Authority Aggregation Form to ComEd, requesting that it provide the Village with Retail Customer Identification Information. ComEd will provide the Village with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

After selecting and contracting with the Supplier, the Village, with the assistance of the Consultant, under confidential agreement with the Supplier, will work with the Supplier to remove any customers determined to be ineligible due to circumstances including but not limited to, one or more of the following:

1. The customer is not located within the Village;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the Village a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);

2.15

5. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).

The Retail Customer Identification Information will remain the property of the Village, and the Supplier will comply with the confidentiality and non-compete provisions in the Power Supply Agreement.

After the Retail Customer Identification Information is reviewed, the Supplier will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the Village.

The Supplier shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the rates set forth in the Power Supply Agreement.

B. Maintenance of Accurate and Secure Customer Records. The Supplier will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and Supplier's account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

The Supplier shall preserve the confidentiality of all Aggregation Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The Supplier, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The Village, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The Supplier will keep Customer Account Information for a minimum of two years following the termination of the Power Supply Agreement.

C. Initial Opt-Out Process. The Village's Aggregation is an opt-out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariff service unless and until the account holder chooses another ARES.

1. Manner of Providing Notices and Information. The Supplier will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices as approved by the Village on Village envelope and letterhead. The Supplier will mail Aggregation and Opt-Out Notices to the eligible account holders within the boundaries of the Village at the address provided with the Retail Customer Identification Information provided by ComEd. The Supplier must manage the Opt-Out Notice process under the supervision of the Village and the Consultant. A single database must be used to track account enrollment and billing data.

2.16

2. Content of Notice. The Village and the Supplier will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the Supplier, and the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation, if any.

The Notice will provide a method for customers to opt out of the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and logo on the envelope. The Notice shall be signed by a duly-authorized representative of the Village.

Aggregation Members shall have 21 calendar days from the postmark date on the notice to mail the Opt-Out card back to the Supplier stating their intention to opt out of the Village Aggregation Program ("Opt-Out Period"). The Supplier may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the Opt-Out Period. Upon receipt of an opt-out reply, the Supplier will remove the account from the Aggregation Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response.

After the expiration of the Opt-Out Period, the Member list shall become final. All customers who have not opted out will be automatically enrolled as Members in the Program.

In the event that an eligible Aggregation Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the Supplier will work with the Village and the Member to ensure that the Member's decision to remain in, or opt out of, the Program is properly recorded and implemented by the Supplier.

3. Notification to ComEd. After the Opt-Out Notice period has expired, the Supplier shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Power Supply Agreement. The Supplier will provide that information to ComEd in the format ComEd requires.
4. ComEd will then notify members that they have been switched to the Supplier and provide the member with the name and contact information of the Supplier. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the Supplier.

D. Activation of Service. Upon notification to ComEd, the Supplier will begin to provide electric power supply to the members of the Aggregation Program without affirmative action from the members. The service will begin on the member's normal meter read date within a month when power deliveries begin under the Aggregation Program.

2.17

## E. Enrollments:

1. New Accounts. The Supplier must facilitate the addition of new member accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and businesses that move into the community after the initial Opt-Out Period will not be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the Supplier to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.
2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the Village. These members may contact the Supplier at any time to obtain enrollment information. All Members who re-join the Program shall be entitled to the rates set forth in the Power Supply Agreement.
3. Change of Address. Members who move from one location to another within the corporate limits of the Village shall retain their participant status, pursuant to Section VII.G.4 of this Plan.
4. The Supplier will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

## F. Member Services:

1. Program Management and Documentation: The Supplier must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.
2. Member Inquiries.
  - a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the Supplier, and any unresolved disputes should be directed to the ICC.
  - b. Telephone Inquiries. The Supplier must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the

2018

call needs to be transferred, transfer time shall not exceed 30 seconds. The Supplier shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.

- c. Internet and Email. The Supplier must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
  - d. Multilingual Services. The Supplier must provide customer service for Members requiring non-English verbal and written assistance.
  - e. Hearing Impaired. The Supplier must provide customer service for hearing impaired Members.
3. The Supplier will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

G. Billing and Fees.

- 1. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non-payment of any Member accounts. Neither the Village nor the Supplier shall have separate credit or deposit policies for Members.
- 2. **Early Termination. If determined by the Village, Members may terminate service from the Supplier without penalty if they relocate outside of the Village. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination fee by the Supplier, if determined by the Village Board.**
- 3. **Enrollment Fee. Enrollment fees charged by the Supplier are at the discretion of the Village. The Supplier shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days.**
- 4. **Switching Fee. Members changing residency within the Village will not be assessed early termination or enrollment fees, unless determined by the Village Board.** If authorized, the Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Village prior to the expiration of the contract term, providing that the Member notifies the Supplier

2.19

of his or her desire to do so with 30 days' notice. Moving within the Village may cause the Member to be served for a brief period of time by ComEd.

H. **Reliability of Power Supply:** The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the ARES for the power provided on their behalf, and the Members would incur no additional cost therefor.

## **IX. ADDITIONAL SERVICE TERMS AND CONDITIONS**

**A. Member Education. At the direction of the Village, the Supplier will assist the Village in developing a Member Education Plan.**

B. **Reporting.** The Supplier will provide to the Village and to the Consultant the following reports:

1. **Power Mix Reporting.** The Supplier will deliver quarterly reports to the Village and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Village; (b) the electricity was supplied to the interconnected grid serving the Village.

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

2. **REC Reporting.** The Supplier will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC's in accordance with Renewable Portfolio Standards in a sufficient quantity to offset the non-renewable energy provided in the mix. If determined by the Village Board, a report providing reliable evidence of the purchase of supplemental certified REC's will also be required.
3. **Aggregation Reports.** The Supplier will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariff service rates. In addition, the ARES will report its efforts at member education.

2.20

C. Limitation of Liability. The Village shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any Village act or omission in facilitating the Municipal Aggregation Program.

## **X. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan will be available from the Village free of charge at [www.villageoflagrange.com/electricaggregation](http://www.villageoflagrange.com/electricaggregation) or call (708) 579-2315 for more information.

Any electric customer, including any participant in the Village's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd, the ICC may be reached at 217-782-5793.

2.21

ATTACHMENT A

RECORD OF AUTHORIZING VOTES FOR THE REFERENDUM

2.22

Cook County Clerk's Office

**Suburban Cook County Election Results  
Official Certificate of Results**
[Back to Election Summary Results](#)[Print Results](#)
**November 06, 2012 Presidential General Election**

The Cook County Clerk, having completed a canvass of all votes cast for Village of La Grange, Electrical Aggregation, hereby certifies the following vote totals:

Candidates	Percentage	Votes
YES	65.3%	4,733
NO	34.7%	2,515
<b>Total:</b>	<b>100%</b>	<b>7,248</b>

There being more YES votes than NO votes, the referendum succeeds.

Below is the abstract of votes by precinct.

Dated this November 27, 2012.



David Orr, Cook County Clerk

**Township - Village of La Grange, Electrical Aggregation**

Township	Registered Voters	Ballots Cast	YES	NO	Total Votes
Lyons	10,216	8,109	4,733	2,515	7,248
Suburban Cook County Total	10,216	8,109	4,733	2,515	7,248

**Precinct - Village of La Grange, Electrical Aggregation**

Precinct	Registered Voters	Ballots Cast	YES	NO	Total Votes
Lyons 7	825	572	292	212	504
Lyons 9	886	707	434	200	634
Lyons 10	732	542	290	207	497
Lyons 11	596	476	292	137	429
Lyons 14	1,018	833	508	244	752
Lyons 15	937	750	446	238	684
Lyons 16	1,233	1,005	608	302	910

2.23

Lyons 18	663	552	323	180	503
Lyons 43	655	555	361	151	512
Lyons 47	763	606	325	134	459
Lyons 50	930	695	377	243	620
Lyons 72	980	816	477	267	744
Suburban Cook County Total	10,216	8,109	4,733	2,515	7,248

2.24

**REGULAR  
VILLAGE BOARD MEETING  
PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village Clerk and Board of Trustees  
FROM: Elizabeth M. Asperger, Village President  
DATE: January 28, 2013  
RE: **APPOINTMENT - ENVIRONMENTAL QUALITY CONTROL  
COMMISSION (EQCC)**

---

To fill a longstanding vacancy on the Environmental Quality Control Commission, I hereby submit the appointment of Rebecca Davies for your approval. Ms. Davies, who resides at 211 S. Waiola Avenue, has been a resident of the Village for 4 years. She has indicated her willingness to serve as a member of the Environmental Quality Control Commission for a term to expire in the year 2014.

Ms. Davies' resume will be submitted to you under separate cover.

I recommend that this appointment be approved.

F:\USERS\ecelder\ellie\BrdRpt\Appteqccdavies.doc

3-A

**OMNIBUS VOTE**

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 M. Mesaros, Assistant Community Development Director

DATE: January 28, 2013

RE: **ORDINANCE – AMENDMENT TO PLANNED DEVELOPMENT  
FINAL PLANS – Adventist La Grange Memorial Hospital – Wound Care  
Center Addition, 5101 S. Willow Springs Road.**

---

On March 24, 2003, the Village Board approved La Grange Ordinance No. O-03-10 granting a special use permit, amending the final development plan and record site plan and approving a zoning code text amendment for La Grange Memorial Hospital. The approvals authorized a new in-patient bed tower addition, expansion of the Hospital's physical plant, a new parking lot, demolition of existing portions of the Hospital and Hospital Property, demolition of an existing professional office building, a new garden in the location of the POB, a new dietary facility in the garden level of the Bed Tower, and related improvements on the hospital's property. This ordinance established a new Record Site Plan and amended the hospital's original Planned Development Ordinance, approved in 1969.

The hospital now proposes to construct a small wound care center addition to the main hospital building. As proposed, the addition is approximately 950 square feet and alters the site plan by eliminating only four parking spaces.

Although a minor request, after discussions and review of the approval ordinance and Zoning Code provisions, Staff advised the hospital that pursuant to the Zoning Code, the request would be considered a major adjustment to the approved planned development final plan. According to Section 14-512 of the Zoning Code, after completion of a planned development, any amendment, variation or alteration to the approved plan is subject to the same limitations as provided for "major adjustments." As such, this application would be within the purview of the Village Board, and a hearing before the Plan Commission is not necessary.

Major adjustments to a planned development must be in "substantial conformity" with the original Final Plan approved by the Village Board. As defined in the Zoning Code Subsection 16,102S, a new plan is in "substantial conformity" with a previously approved plan when a newly submitted plan that does *not* change any of the following:

- Number of dwelling units;
- Orientation of any building;
- Amount and location of open space;
- Location of rights-of-way; and
- Percentage and location of any land uses.

In addition, the plan must meet the following standards of “substantial conformity”:

- Does not violate any applicable law or ordinance; and
- Does not depart from the previously approved plan in any other manner determined by the reviewing body or official, based on stated findings and conclusions, to be a material deviation from the previously approved plan.

After review of the hospital application and new site plan, staff finds that the revised plan falls within the definition of “substantial conformity” based on the following facts:

- The proposed site plan does not alter the number of beds, orientation of the building, right-of-way locations.
- The proposed site plan is consistent with the conditions of the approval ordinance.
- The proposed plan meets the Zoning Code and the Planned Development Ordinance standards:
  - The only physical changes to the site will be minor addition of 950 square feet to a 257,000 square foot building. This will only slightly increase the total building coverage, which will remain at 16%. Maximum allowable coverage is 30%. This meets the requirements.
  - With the elimination of four parking spaces, parking would still exceed the required amount of 1,406 spaces – currently the hospital has 1,423 parking spaces; the proposed site plan has 1,419 spaces.
  - The number of doctors and employees will remain the same.
  - The percentage of total lot coverage will remain the same, as the addition will be constructed on an already paved surface.
- In order to construct this addition, the hospital must apply for a building permit with the Community Development Department.

Staff and the Village Attorney have prepared the attached ordinance for your consideration:

- “An Ordinance Amending La Grange Ordinance No. O-03-10 and Approving a Major Amendment to Approved Planned Development Final Plans for a Wound Care Center Addition to Adventist La Grange Memorial Hospital at 5101 S. Willow Springs Road”

Representatives of Adventist La Grange Memorial Hospital will attend at the meeting to answer any questions you may have regarding their application.

5-A.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-13-\_\_\_\_\_

AN ORDINANCE AMENDING LA GRANGE ORDINANCE NO. O-03-10  
AND APPROVING A MAJOR ADJUSTMENT  
TO APPROVED PLANNED DEVELOPMENT FINAL PLANS  
FOR A WOUND CARE CENTER EXPANSION  
TO ADVENTIST LA GRANGE MEMORIAL HOSPITAL  
AT 5101 S. WILLOW SPRINGS ROAD

WHEREAS, in March 2003 the Board of Trustees of the Village of La Grange approved, by La Grange Ordinance No. O-03-10 (the "*2003 Hospital PD Ordinance*"), a new special use permit and new planned development final plans and site plans (collectively the "*2003 Hospital PD*") for the Adventist La Grange Memorial Hospital (the "*Hospital*"); and

WHEREAS, the 2003 Hospital PD Ordinance thus supersedes the original Hospital original planned development approved by La Grange Ordinance O-69-50, which had been amended numerous times over the years by the ordinances listed in the fourth recital in the Current Hospital PD Ordinance; and

WHEREAS, the Hospital property is legally described in Exhibit A attached to and by this reference incorporated into this Ordinance (the "*Hospital Property*"); and

WHEREAS, under the 2003 Hospital PD Ordinance, the Hospital built a new in-patient bed tower, an expansion to the physical plant, and a new parking lot, and the Hospital demolished portions of the Hospital building, renovated and redeveloped other portions of the building, and demolished the professional office building; and

WHEREAS, the Hospital now has filed an application with the Village for an amendment to the 2003 Hospital PD to construct a small addition to the Hospital building as an expansion of the Wound Care Center (the "*Proposed Amendment*"); and

WHEREAS, the La Grange Zoning Code provides, in Sections 14-511 and 14-512, that the Board of Trustees may amend an approved Planned Development Final Plan after completion of development if the Board of Trustees finds that the change to the Final Plan as approved will be in substantial conformity with the Final Plan; and

WHEREAS, the Village staff has analyzed the Proposed Amendment and believes that it satisfies all elements of the definition of "substantial conformity," and the staff thus has recommended that the Board of Trustees approve the Proposed Amendment; and

5-A.2

WHEREAS, the Board of Trustees has reviewed the Proposed Amendment, the staff's recommendation, and all of the related facts and circumstances, and the Board of Trustees hereby finds that the amendment of the 2003 Hospital PD to allow an expansion of the Wound Care Center subject to the conditions stated in this Ordinance will be in substantial conformity to the 2003 Hospital PD, as the term "substantial conformity" is defined in Subsection 16-102S of the Zoning Code;

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

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

Section 2. Amendment of 2003 Hospital PD Ordinance. Subsection 3A of the 2003 Hospital PD Ordinance (being La Grange Ordinance No. O-03-10) is hereby amended in its entirety so that Subsection 3A will hereafter read as follows:

A. Plans. The New Plan includes the following plans:

- (1) The record site plan prepared by Mackie Consultants, LLC and dated January 07, 2013; (the "New Site Plan");
- (2) The elevation plans prepared by Gresham Smith and Partners and dated August 7, 2002 and Wound Care Addition, 3D View prepared by Eckenhoff Saunders Architects, dated December 21, 2012;
- (3) The landscaping plan prepared by Mackie Consultants, LLC and dated September 11, 2002;
- (4) The fire truck routing plan prepared by Mackie Consultants, LLC and dated October 10, 2002; the floor plans prepared by Gresham Smith and Partners and dated September 30, 2002;
- (5) The site section plans prepared by Gresham Smith and Partners and dated October 22, 2002;
- (6) The sign location plan prepared by Mackie Consultants and dated October 10, 2002 (the "Sign Plan");
- (7) The utility concept plan prepared by Mackie Consultants, LLC and dated October 10, 2002; and
- (8) The staging plans prepared by Mackie Consultants, LLC and date October 10, 2002.

Section 3. Construction Under Amended 2003 Hospital PD Ordinance. The Hospital may construct the expansion to the Hospital building for the Wound Care Center expansion only in conformation with the New Plan, as defined in the 2003

Hospital PD Ordinance and amended by this Ordinance. No work is permitted on the Hospital Property except after submission by the Hospital and approval by the Village of plans and specifications for the work, substantially the same as the plans attached to this Ordinance as Exhibit B, and issuance by the Village of a building permit for the work. All work must be undertaken in compliance with the Village-approved plans, applicable building codes, and any other applicable Village codes and ordinances.

Section 4. Continuing Applicability of 2003 Hospital PD Ordinance. Except only to the extent provided Section 2 of this Ordinance, the provisions of the 2003 Hospital PD Ordinance remain in full force and effect.

Section 5. Effective Date. This Ordinance will 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 \_\_\_\_\_ 2013.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2013.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

## EXHIBIT A

### Legal Description Of Adventist La Grange Memorial Hospital Property

**Parcel 1:**

The North 1/4, and the North 1/2 of the South 3/4, of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

The East 1/2 of the South 1/2 of the South 3/4 of the North 1/2 of the West 1/2 of the Southeast 1/4 of said Section 8, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (Except the South 303 Feet thereof and except the West 130 Feet thereof).

**Parcel 3:**

Lots 4, 5 and 6 (Except that part taken for 51<sup>st</sup> Street as dedicated in Plat of Dedication Recorded as Document No. 21194233) in Hork's Resubdivision of Lots 9 and 10 in James F. Stepina's Subdivision of the West 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian (Except the East one millionth thereof), and that part of 51<sup>st</sup> Street vacated by Document nos. 21194234 and 21922998 lying south of and adjoining said lots 5 and 6, in Cook County, Illinois.

**Parcel 4:**

Lots 3, 4, 5, and 6, (except those parts taken for 51<sup>st</sup> Street as dedicated in Plat of Dedication recorded as Document No. 21194233) in Marie Eisenhauer's Subdivision of Lot 11 in James F. Stepina's Subdivision of the West 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian (Except the East one millionth thereof), and that part of the 51<sup>st</sup> Street vacated by Document Nos. 21194234 lying south of and adjoining said lots, in Cook County, Illinois.

**Parcel 5:**

Lot 1 (except the North 66 feet thereof) and Lot 2 in Marie Eisenhauer's Subdivision of the West 1/2 of the Northeast 1/4 of Section 8, Township 38 North, Range 12 east of the Third Principal Meridian (except the east one millionth thereof), according to the Plat thereof recorded September 17, 1948 as Document No. 14403708, in Cook County, Illinois, and that part of 51<sup>st</sup> Street contiguous to said lots 1 and 2, in the West 1/2 of the northeast 1/4 of Section 8 aforesaid which was vacated by Ordinance No. O-92-88 passed November 23, 1992, recorded on May 30, 1995 as Doc. No. 95349645.

**Parcel 6:**

The West 250 feet of the north 233.09 feet of the West 1/2 of the South 1/2 of the South 3/4 of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. And

Lots 9 and in Kromray Gardens, a subdivision of the West half of the south half of the South 3/4 of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

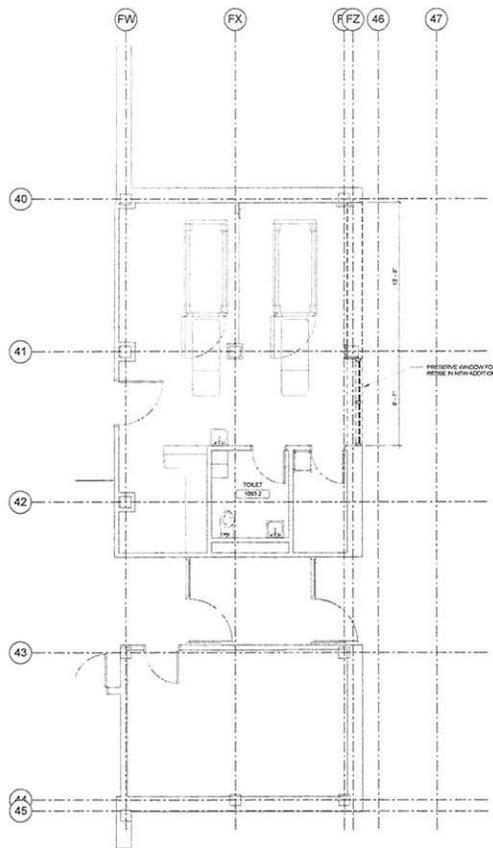
5-A.5

EXHIBIT B

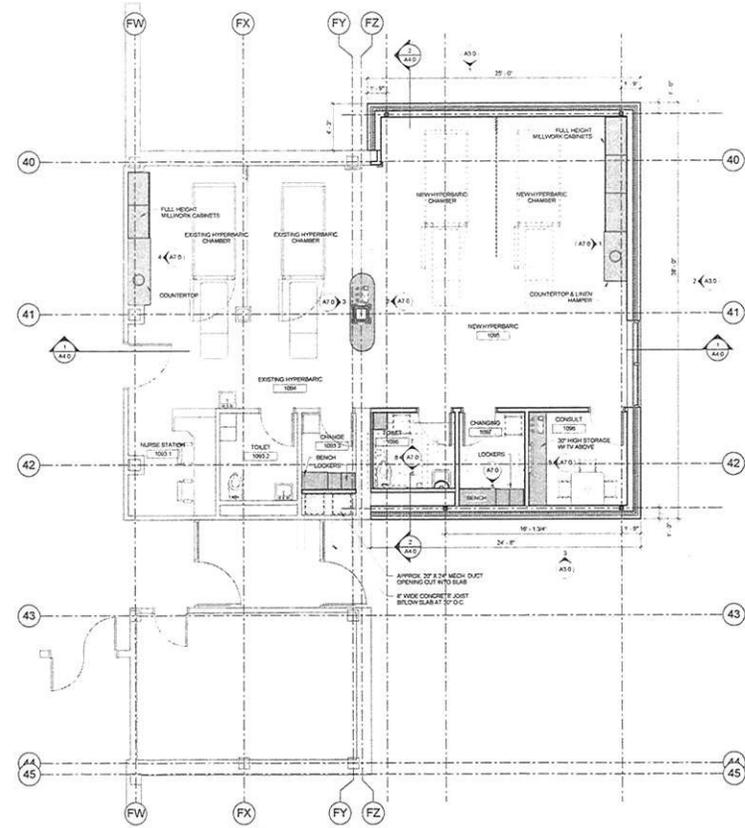
Revised Plans

1. Revised Record Site Plan, 01.07.13
2. Revised Elevation Plan (Wound Care Center Addition) 12.21.12





1 LEVEL 1 - DEMO



2 LEVEL 1 - NEW

Address  
 Eckenhoff Saunders Architects  
 MEP & FF Consultant  
 Hennekman Engineering  
 Structural Consultant  
 CEASA Structural Engineers  
 General Contractor  
 Walsh Construction

5-A.8

1 2012.12.21 Owner Review  
 No Call Issue Description

**WALSH**  
 Walsh Construction  
 Walsh Construction  
 ECKENHOFF SAUNDERS ARCHITECTS  
 700 South Dearborn Ave., #200 Chicago, IL 60607  
 esarchitects.com  
 (312) 786-0554 P  
 (312) 786-1638 F

LaGrange Hospital  
 Wound Center Addition

Floor Plan

A1.0

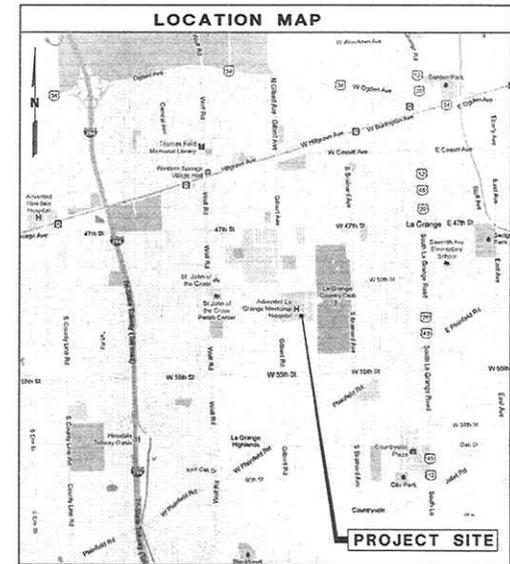


5-A.10

# WOUND CARE CENTER ADVENTIST LA GRANGE MEMORIAL HOSPITAL VILLAGE OF LA GRANGE, ILLINOIS

LEGEND	
EXISTING	PROPOSED
SANITARY SEWER	— 4" PVC —
FORCE MAIN	— 18" ST —
STORM SEWER	— 18" ST —
UNDERDRAIN	— 4" PVC —
MANHOLE	⊙
CATCH BASIN	⊙
INLET	⊙
CLEANOUT	⊙
WATER MAIN	⊙
VALVE VAULT	⊙
VALVE BOX	⊙
FIRE HYDRANT	⊙
FLARED END SECTION	—
COMBINED SEWER	—
STREET LIGHT/PARKING LOT LIGHT	⊙
POWER POLE	⊙
STREET SIGN	⊙
FENCE	—
GAS MAIN	—
OVERHEAD LINE	—
TELEPHONE LINE	—
ELECTRIC LINE	—
CABLE TV LINE	—
HIGH WATER LEVEL	— HW, XXX —
NORMAL WATER LEVEL	— NW, XXX —
CONTOUR LINE	— 100, XXX —
TOP OF CURB ELEVATION	TC XXX.XX
TOP OF DEPRESSED CURB	TDC XXX.XX
PAVEMENT ELEVATION	P XXX.XX
SPOT ELEVATION	SP XXX.XX
FINISHED FLOOR ELEVATION	FF + XXX.XX
TOP OF FOUNDATION	TF + XXX.XX
GRADE AT FOUNDATION	GF + XXX.XX
HIGH OR LOW POINT	⊙ - ⊙
OVERLAND FLOOD ROUTE	—
PAVEMENT FLOW DIRECTION	—
SWALE FLOW DIRECTION	—
DEPRESSED CURB AND GUTTER	—
REVERSE CURB AND GUTTER	—

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7	CONSTRUCTION DETAILS



ABBREVIATIONS			
AC	ACRE	HWL	HIGH WATER ELEVATION
BC	BACK OF CURB	INL	INLET
BTM	BOTTOM	INV	INVERT
CB	CATCH BASIN	LF	LINEAL FEET/FOOT
CFS	CUBIC FEET PER SECOND	LP	LIGHT POLE
CV	CUBIC YARD	LT	LEFT
DA	DIAMETER	L/W	LOWEST GRADE ADJACENT TO RETAINING WALL
D/W	DUCTILE IRON WATER MAIN ELEVATION	MAX	MAXIMUM
EL	EDGE OF PAVEMENT	MH	STORM MANHOLE
EP	FRESH FLOOR	MN	MINIMUM
FES	FLARED END SECTION	NWL	NORMAL WATER ELEVATION
FT	FOOT/FEET	OCS	OUTLET CONTROL STRUCTURE
G	GUTTER ELEVATION	P	PAVEMENT ELEVATION
GF	GRADE AT FOUNDATION	PVC	POLYVINYL CHLORIDE PIPE
GR	GRADE RING ELEVATION	R	RADIUS
HDPE	HIGH DENSITY POLYETHYLENE PIPE	RCP	REINFORCED CONCRETE PIPE
HYD	FIRE HYDRANT	RM	RM ELEVATION
HMA	HOT MIX ASPHALT	RT	RIGHT
		ROW	RIGHT OF WAY
SAN	SANITARY SEWER	TC	TOP OF CURB
SMH	SANITARY MANHOLE	TF	TOP OF FOUNDATION
STA	STATION	T/W	TOP OF RETAINING WALL
STM	STORM SEWER	TYP	TYPICAL
SY	SQUARE YARD	VB	VALVE BOX
SWPP	STORMWATER POLLUTION PREVENTION PLAN	VC	VERTICAL CURVE
TDC	TOP OF DEPRESSED CURB	VV	VALVE VAULT
TC	TOP OF CURB	W	WALK ELEVATION
TM	TOP OF MANHOLE	WM	WATER MAIN
TP	TOP OF FOUNDATION	VPI	VERTICAL POINT OF INTERSECTION

**SOURCE BENCHMARK:**  
BENCHMARKS ARE IN ACCORDANCE WITH DATUM

SITE BENCHMARK 1:  
NAIL NORTHWEST FACE OF 18" TREE  
ELEVATION + 682.65

SITE BENCHMARK 2:  
SQUARE CUT ON NORTHWEST SIDE OF CONCRETE LIGHT POLE BASE  
ELEVATION + 682.62



**DRAINAGE CERTIFICATION**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA OR DRAINS WHICH THE SUBSIDORER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE IMPROVEMENTS.

ENGINEER'S SIGNATURE \_\_\_\_\_ ENGINEER'S SEAL \_\_\_\_\_

DRAFT - NOT FOR CONSTRUCTION

DATE PLOTTED: 12/17/12 10:25:30 AM

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DATE	DESCRIPTION OF REVISION	BY	SCALE	SCALE

**COVER SHEET  
WOUND CARE CENTER  
LA GRANGE, ILLINOIS**

SHEET  
**1 OF 7**  
PROJECT NUMBER | 2219  
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ILLINOIS PS&E LICENSE 94-000284



21A-5

**LEGEND**

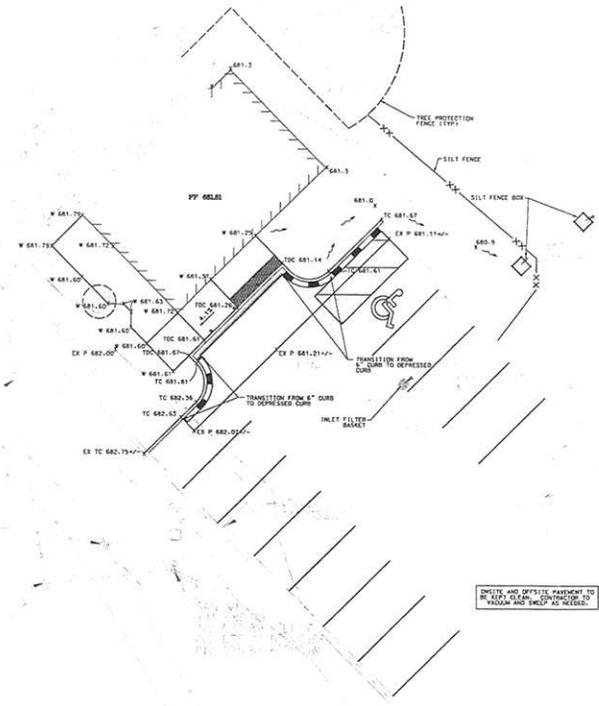
INLET PROTECTION - FILTER BASKET

INLET PROTECTION - SILT FENCE BOX

SILT FENCE

THE FOLLOWING ITEMS HAVE NOT BEEN SPECIFICALLY SHOWN BUT ARE REQUIRED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN: (SEE SHEET 21A-6 FOR ADDITIONAL INFORMATION)  
 - BEST MANAGEMENT PRACTICES (BMPs)  
 - EROSION CONTROL MEASURES (CONCRETE WASH-OUT FACILITY)  
 - FERTILIZER MANAGEMENT (FERTILIZATION)  
 - FUEL MANAGEMENT (FUEL STORAGE)  
 - PESTICIDE MANAGEMENT (PESTICIDE STORAGE)  
 - SOIL CONSERVATION MEASURES (NO-TILLAGE)  
 - WASTE MANAGEMENT (WASTE STORAGE)  
 - WATERWAY PROTECTION (WATERWAY CROSSINGS)  
 - WETLAND PROTECTION (WETLAND BUFFER ZONES)  
 - WOOD CHIP MULCH (WOOD CHIP MULCH)

THE OWNER AND CONTRACTOR SHALL ALSO NOTIFY ALL CONSTRUCTION ACTIVITIES TO AVOID THE POTENTIAL OF DISTURBING WETLANDS OR OTHER SENSITIVE AREAS. THE FOLLOWING ACTIVITIES ARE PROHIBITED IN THESE AREAS:  
 - CONCRETE POURING  
 - FERTILIZER APPLICATION  
 - FUEL STORAGE  
 - PESTICIDE APPLICATION  
 - SOIL DISTURBANCE  
 - WETLAND CLEARING



**GENERAL INFORMATION**  
 ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE ILLINOIS POLLUTION CONTROL ACT AND THE ILLINOIS UNDERGROUND STORAGE TANK ACT.  
**SHOW AVAILABILITY**  
 THE OWNER SHALL RETAIN A COPY OF THE SWPPP AT THE CONSTRUCTION SITE THROUGH THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL PAYMENT.  
**KEEPING PLANS CURRENT**  
 THE OWNER SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING IF A CHANGE IN DESIGN OR CONSTRUCTION OPERATIONS OR UNEXPECTED SOILS HAS A SIGNIFICANT EFFECT ON THE SWPPP. THE SWPPP SHALL BE REVISED AND RE-APPROVED BY THE ENGINEER. THE SWPPP SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION. THE SWPPP SHALL BE KEPT ON SITE AS PART OF THE SWPPP.

- GRADING PLAN GENERAL NOTES**
- EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS ON NOVEMBER 26, 2012. CONTRACTOR SHALL FIELD CHECK EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES.
  - ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDS.
  - ELEVATION AND EMBANKMENT SHALL BE PERFORMED PER THE DETAILED SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
  - ALL CURB ELEVATIONS ARE TO BE TOP OF CURB. ALL OUTER ELEVATIONS ARE 0.5' BELOW TOP OF CURB ELEVATION UNLESS OTHERWISE NOTED.
  - GRADING INDICATED MAY NEED TO BE ADJUSTED BASED ON FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES WITH FIELD CONDITIONS PRIOR TO FINE GRADING.
  - OVERFLOW DRAINAGE ROUTES AND SNALES MUST BE INSTALLED AT THE ELEVATION AND LOCATION SHOWN.
  - DO NOT INTERRUPT DRAINAGE FROM OFF SITE DURING CONSTRUCTION OPERATIONS. PROVIDE TEMPORARY DRAINAGE DITCHES WHERE REQUIRED.
  - CONTRACTOR SHALL MEET EXISTING GROUND ELEVATIONS AT PROJECT LIMITS, UNLESS OTHERWISE NOTED.

OWNER AND OFFICE PAYMENT TO BE MADE BY CONTRACTOR TO PRODUCE AND SPLIT AS NEEDED.

**DRAFT - NOT FOR CONSTRUCTION**

**GRADING AND STORMWATER POLLUTION PREVENTION PLAN  
 WOUND CARE CENTER  
 LA GRANGE, ILLINOIS**

SHEET  
**3 OF 7**  
 PROJECT NUMBER: 2219  
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 ILLINOIS PROFESSIONAL LICENSE: 04-002894

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DATE	DESCRIPTION OF REVISION	BY	SCALE

1/27/2012 10:58:57 AM

5-A-13

**GENERAL INFORMATION**

**SITE DESCRIPTION**  
 4. THIS PLAN COVERS THE CONSTRUCTION OF A 950 SF BUILDING ADDITION WITH ASSOCIATED SIDEWALK IMPROVEMENTS AND PARKING LOT RECONFIGURATION.

**B. THE FOLLOWING IS A DESCRIPTION OF THE INTENDED SEQUENCE OF CONSTRUCTION ACTIVITIES:**

1. INSTALL PERIMETER SOIL EROSION AND SEDIMENT CONTROL MEASURES:
  - SELECTIVE VEGETATION REMOVAL FOR SILT FENCE INSTALLATION
  - PERIMETER SILT FENCE
  - CONSTRUCTION FENCING AROUND AREAS NOT TO BE DISTURBED
  - STABILIZED CONSTRUCTION ENTRANCE
2. DEMOLITION OF EXISTING STRUCTURES
3. STRIP TOPSOIL, STOCKPILE TOPSOIL AND GRASS SEED
4. TEMPORARILY STABILIZE TOPSOIL STOCKPILES (INCLUDING SEED AND SILT FENCE AROUND THE PERIMETER)
5. INSTALL STORM SEWER
6. INSTALL INLET PROTECTION WITHIN ALL STORM STRUCTURES WITH "OPEN" GRATES
7. TEMPORARILY STABILIZE ALL AREAS INCLUDING AREAS THAT HAVE REACHED TEMPORARY GRADE WITHIN 7 DAYS OF LAST CONSTRUCTION ACTIVITY IN THAT AREA
8. INSTALL ROADWAYS
9. INSTALL STRUCTURES AND GRADE CRASSY AREAS
10. PERMANENTLY STABILIZE CRASSY AREAS
11. REMOVE ALL TEMPORARY CONTROL MEASURE AFTER SITE IS CONSTRUCTION AND RE-SEED AREAS DISTURBED BY THE CONSTRUCTION

**C. THE SITE HAS A TOTAL AREA OF APPROXIMATELY 0.47 ACRES. CONSTRUCTION ACTIVITY WILL DISTURB APPROXIMATELY 0.06 ACRES OF THE SITE.**

**D. THE EXISTING SOILS FROM THE SITE MAINLY CONSIST OF CLAYEY URBAN LAND.**

**E. PLEASE REFER TO PAGE 3 FOR A MAP INDICATING DRAINAGE PATTERNS AND APPROXIMATE SLOPES. ANTICIPATED BEFORE AND AFTER MAJOR GRADING ACTIVITIES. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AND CONTROLS TO PREVENT OFF-SITE SEDIMENT TRACKING, AREAS OF SOIL DISTURBANCE, THE LOCATION OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS IDENTIFIED IN THIS PLAN, THE LOCATION OF AREAS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR, SURFACE WATERS (INCLUDING WETLANDS), AND LOCATIONS WHERE STORM WATER IS DISCHARGED TO A SURFACE WATER.**

**F. THE RECEIVING WATER OF THE PROPOSED DEVELOPMENT IS THE DES PLAINES RIVER.**

- G. POTENTIAL SOURCES OF POLLUTION ASSOCIATED WITH THIS CONSTRUCTION ACTIVITY MAY INCLUDE:**
- SEDIMENT FROM DISTURBED SOILS
  - FUEL TANKS
  - WASTE CONTAINERS
  - OIL OR OTHER PETROLEUM PRODUCTS
  - TAR
  - OILS/SLURRIES
  - PAINTS
  - CONSTRUCTION DEBRIS
  - CONCRETE AND CONCRETE TRUCKS
  - LITTER

**ADDITIONAL MEASURES REQUIRED:**

**1. STABILIZATION:** STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED AS FOLLOWS:

- A. WHERE THE INITIATION OF STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED, IS PRELUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
  - B. WHEN CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 14 DAYS FROM WHEN ACTIVITIES CEASED, (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 14 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.
- C. THE FOLLOWING PRACTICES ARE ACCEPTABLE STABILIZATION MEASURES:**
- PERMANENT SEEDING IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN
  - TEMPORARY SEEDING THAT CONSISTS OF SPRING DATES (100 LBS/ACRE) AND/OR WHEAT OR CERIAL RYE (1500 LBS/ACRE)
  - MULCHING
  - COFFERED SLITS
  - SOODING
  - VEGETATIVE BUFFER STRIPS
- THE APPROPRIATE STABILIZATION MEASURE SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME THE CONSTRUCTION ACTIVITY HAS CEASED INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF THE MEASURE MUST BE EFFECTIVE.

**2. WASTE MANAGEMENT**

NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT. ALL WASTE MATERIALS SHOULD BE COLLECTED AND STORED IN APPROVED RECEPTACLES. NO WASTES SHOULD BE PLACED IN ANY LOCATION OTHER THAN IN THE APPROVED CONTAINERS APPROPRIATE FOR THE MATERIALS BEING DISCHARGED. THERE SHOULD BE NO LIQUID WASTES DISCHARGED INTO DUMPERS OR OTHER CONTAINERS WHICH MAY LEAK. RECEPTACLES WITH DEFICIENCIES SHOULD BE REPLACED AS SOON AS POSSIBLE AND THE APPROPRIATE CLEANUP PROCEDURE SHOULD TAKE PLACE. IF NECESSARY, CONSTRUCTION WASTE MATERIAL IS NOT TO BE BURIED ON-SITE. WASTE DISPOSAL SHOULD COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

ON-SITE HAZARDOUS MATERIAL STORAGE SHOULD BE MINIMIZED AND STORED IN LABELED, SEPARATE RECEPTACLES FROM NON-HAZARDOUS WASTE. ALL HAZARDOUS WASTE SHOULD BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER.

**3. CONCRETE WASTE MANAGEMENT**

CONCRETE WASTE OR WASHOUT SHOULD NOT BE ALLOWED IN THE STREET OR ALLOWED TO REACH A STORM WATER DRAINAGE SYSTEM OR WATERCOURSE. A SIGN SHOULD BE POSTED AT EACH LOCATION TO IDENTIFY THE WASHOUT. TO THE EXTENT PRACTICABLE, CONCRETE WASHOUT AREAS SHOULD BE LOCATED A REASONABLE DISTANCE FROM A STORM WATER DRAINAGE INLET OR WATERCOURSE. CONCRETE WASHOUT AREAS SHOULD BE LOCATED AT LEAST 10 FEET BEHIND THE CURB. IF THE WASHOUT AREA IS ADJACENT TO A PAVED ROAD, A STABILIZED ENTRANCE THAT MEETS ILLINOIS URBAN MANUAL STANDARDS SHOULD BE INSTALLED AT EACH WASHOUT AREA.

THE CONTAINMENT FACILITIES SHOULD BE OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND CONCRETE WASTE MATERIALS INCLUDING PROVED CAPACITY FOR ANTICIPATED LEVELS OF RAINFALL. THE DISHED CONCRETE WASTE MATERIAL SHOULD BE PROVED AND DISPOSED OF PROPERLY WHEN 75% CAPACITY IS REACHED. HARDENED CONCRETE CAN BE PROPERLY RECYCLED AS APPROVED BY THE MUNICIPALITY AND USED AGAIN ON-SITE OR OFF-SITE TO AN APPROPRIATE LANDFILL.

**4. DEMOLITION OPERATIONS**

DURING DEMOLITION/DEMOLITION OPERATIONS, WATER UNCONTAMINATED WATER SHOULD BE ALLOWED TO DISCHARGE TO PROTECTION TO PROTECT THE WATER UNCONTAMINATED WATER TO A STORM SEWER SYSTEM (IN ACCORDANCE WITH LOCAL PERMITS). INLET HOSES SHOULD BE PLACED IN A STABILIZED SWAMP PIT OR PLACED AT THE SURFACE OF THE WATER IN ORDER TO LIMIT THE AMOUNT OF SEDIMENT INTAKE. PUMPING OPERATIONS SHOULD BE DISCONTINUED TO A STABILIZED AREA THAT CONSISTS OF AN ENERGY DISSIPATING DEVICE (I.E. STONE, SEDIMENT FILTER BAG, OR BOTH). WHEN NECESSARY, STABILIZED CONCRETE CHANNELS SHOULD BE UTILIZED TO SURVEY WATER TO THE DESIGNER'S LOCATION. ADDITIONAL SIPS MAY BE REQUIRED AT THE OUTLET AREA AS REQUESTED BY THE MUNICIPALITY OR OTHER REGULATING AGENCY.

**5. DUST CONTROL**

A WATER TRUCK MAY BE NECESSARY ON-SITE TO LIMIT THE AMOUNT OF DUST LEAVING THE SITE. THE FOLLOWING LIST OF CONTROL MEASURES MAY BE IMPLEMENTED ON-SITE TO LIMIT THE GENERATION OF DUST AS NECESSARY:

- SPRINKLER/IRRIGATION
- VEGETATIVE COVER
- MILD CH
- TILLAGE

**6. OFF-SITE VEHICLE TRACKING**

ADJACENT ROADWAYS SHOULD BE SWEPT AS NEEDED, TO REDUCE EXCESS SEDIMENT. EXCESS STONE TRACKING FROM A TRUCK SHOULD BE REMOVED IMMEDIATELY. VEHICLES MAKING EXCESSIVE MATERIAL TO AND FROM THE CONSTRUCTION SITE SHOULD BE COVERED WITH A TARP.

**7. CONCRETE CUTTING**

CONCRETE WASTE MANAGEMENT SHOULD BE IMPLEMENTED TO CONTAIN AND DISPOSE OF SAW-CUTTING SLURRIES. CONCRETE CUTTING SHOULD NOT TAKE PLACE OUTDOOR IMMEDIATELY AFTER A RAINFALL EVENT. WASTE GENERATED FROM CONCRETE CUTTING SHOULD BE CLEANED-UP AND DISPOSED INTO THE CONCRETE WASHOUT FACILITY AS DESCRIBED ABOVE.

**8. VEHICLE STORAGE AND MAINTENANCE**

WHEN NOT IN USE, VEHICLES UTILIZED IN THE DEVELOPMENT OPERATIONS OF THE SITE SHOULD BE STORED IN A DESIGNATED STORAGE AREA AWAY FROM ANY NATURAL OR CREATED WATERCOURSE, POND, DRAINAGE-WAY OR STORM DRAIN. WHENEVER POSSIBLE, VEHICLE MAINTENANCE, FUELING, AND WASHING SHOULD OCCUR OFF-SITE. IF ALL MAINTENANCE, FUELING, AND WASHING MUST OCCUR ON-SITE, MAINTENANCE AND WASHING AREAS SHOULD BE LOCATED IN THE DESIGNATED AREA TO PREVENT THE RELEASE OF OILS, GREASE, FUELS, AND OTHER HAZARDOUS MATERIALS TO SURFACE WATERS OR STORM DRAIN. DRIP PANS OR ABSORBENT PADS SHOULD BE USED FOR ALL VEHICLE AND EQUIPMENT MAINTENANCE ACTIVITIES THAT INVOLVE GREASE, OIL, SOLVENTS, OR OTHER LIQUID SPILLS. CONSTRUCTION VEHICLES SHOULD BE INSPECTED FREQUENTLY TO IDENTIFY ANY LEAKS. LEAKS SHOULD BE REPAIRED IMMEDIATELY OR THE VEHICLE SHOULD BE REMOVED FROM SITE. DISPOSAL OF ALL USED OIL, ANTIFREEZE, SOLVENTS AND OTHER ACQUETIVE-RELATED CHEMICALS ACCORDING TO MANUFACTURER OR MSDS INSTRUCTIONS. CONTRACTORS SHOULD IMMEDIATELY REPORT SPILLS TO THE OWNER FOR PROPER REMEDIATION.

**9. MATERIAL STORAGE**

MATERIALS AND OR CONTAINERS SHOULD BE STORED IN A MANNER THAT MINIMIZES THE POTENTIAL TO DISCHARGE INTO STORM DRAIN OR WATERCOURSES. AN ON-SITE AREA SHOULD BE DESIGNATED FOR MATERIAL STORAGE AND STORAGE. ALL MATERIALS KEPT ON-SITE SHOULD BE STORED IN THEIR ORIGINAL CONTAINERS WITH LEGIBLE LABELS, AND IF POSSIBLE UNDER A ROOF OR OTHER ENCLOSURE. LABELS SHOULD BE REPLACED IF DAMAGED OR DIFFICULT TO READ. BURNED-OFF STORAGE AREAS ARE AN ACCEPTABLE CONTROL MEASURE TO PREVENT CONTAMINATION OF STORM WATER STRUCTURES. MATERIALS SHOULD BE AVAILABLE FOR REFERENCING CLEAN UP PROCEDURES. ANY RELEASE OF CHEMICALS OR CONTAMINANTS SHOULD BE IMMEDIATELY CLEANED UP AND DISPOSED OF PROPERLY. CONTRACTORS SHOULD IMMEDIATELY REPORT ALL SPILLS TO THE OWNER, WHO SHOULD NOTIFY THE APPROPRIATE AGENCIES, IF NEEDED.

**10. HAZARDOUS MATERIALS**

TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS ON-SITE, HAZARDOUS PRODUCTS SHOULD BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RE-SEALABLE. THE ORIGINAL LABELS AND MSDS DATA SHOULD BE RETAINED ON-SITE AT ALL TIMES. HAZARDOUS MATERIALS AND ALL OTHER MATERIALS ON-SITE SHOULD BE STORED IN ACCORDANCE WITH MANUFACTURER OR MSDS SPECIFICATIONS. WHEN DISPOSING OF HAZARDOUS MATERIALS, FOLLOW MANUFACTURE'S LOCAL AND STATE RECOMMENDED METHODS.

**11. SANITARY STATIONS**

TO THE EXTENT PRACTICABLE, PORT-A-POTTIES SHOULD BE LOCATED AT A MINIMUM 8 FEET BEHIND THE CURB AND OUTSIDE OF THE INTERIOR ROOMS AND BE LOCATED IN AN AREA THAT DOES NOT DRAIN TO ANY PROTECTED NATURAL AREA. WATERS OF THE STATE, OR STORM WATER STRUCTURES AND SHOULD BE ANCHORED TO THE GROUND TO PREVENT TIPPING OVER. PORT-A-POTTIES LOCATED ON IMPERVIOUS SURFACES SHOULD BE PLACED ON TOP OF A SECONDARY CONTAINMENT DEVICE. OR BE SURROUNDED BY A CONTROL DEVICE (I.E. GRAVEL-BAG BERM).

**12. SPILL PREVENTION**

DISCHARGE OF A HAZARDOUS SUBSTANCE OR OIL CAUSED BY A SPILL (E.G., A SPILL OF OIL INTO A SEPARATE STORM SEWER OR WATERS OF THE STATE) ARE NOT AUTHORIZED BY THIS PERMIT. IF A SPILL OCCURS, NOTIFY THE OWNER IMMEDIATELY. THE CONSTRUCTION SITE SHOULD HAVE THE CAPACITY TO CONTROL, CONTAIN, AND REMOVE SPILLS IF THEY OCCUR. SPILLS SHOULD BE CLEANED IMMEDIATELY AFTER DISCOVERY IN ACCORDANCE WITH MSDS AND NOT BURIED ON-SITE OR WASHED INTO STORM DRAIN OR WATERS OF THE STATE.

IN CASES OF FEDERAL REPORTABLE QUANTITIES (AS ESTABLISHED UNDER 40 CFR PARTS 110-117, OR 302), SHOULD BE REPORTED TO THE NATIONAL RESPONSE CENTER BY CALLING (800) 424-9300. MSDS OBTAIN INFORMATION ON FEDERAL REPORTABLE QUANTITIES FOR MATERIALS. SPILLS OF TOXIC OR HAZARDOUS MATERIALS SHOULD BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF SIZE. WHEN CLEANING UP A SPILL, THE AREA SHOULD BE KEPT WELL VENTILATED AND APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT SHOULD BE USED TO MINIMIZE EXPOSURE FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

IN ADDITION TO PROPER WASTE MANAGEMENT, CONCRETE CUTTING, CONCRETE WASHOUT, VEHICLE STORAGE AND MAINTENANCE, MATERIAL STORAGE, AND SANITARY STATION PROTECTION, THE FOLLOWING WASHOUT PRACTICES SHOULD BE FOLLOWED TO REDUCE THE RISK OF SPILLS:

- ON-SITE VEHICLES SHOULD BE MONITORED FOR LEAKS AND SHOULD RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE.
- PETROLEUM PRODUCTS SHOULD BE STORED IN TIGHTLY SEALED AND CLEARLY LABELED CONTAINERS.
- ALL PAINT CONTAINERS SHOULD BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE.
- EXCESS PAINT SHOULD BE DISPOSED OF ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS OR STATE AND LOCAL REGULATIONS, AND SHOULD NOT BE DISCHARGED TO THE STORM SEWER.
- CONTRACTORS SHOULD FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL OF MATERIALS.

**MAINTENANCE**

THE FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT SHOULD BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATION: VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN AND STANDARD SPECIFICATIONS. STABILIZED CONSTRUCTION ENTRANCE: THE ENTRANCES SHOULD BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. MAINTENANCE INCLUDES TOP DRESSING WITH ADDITIONAL STONE AND REMOVING TOP LAYERS OF STONE AND SEDIMENT. THE SEDIMENT PAN/SLOT ONTO THE PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY.

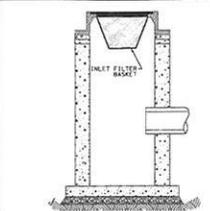
**RIPOUP OUTLET PROTECTION:** RIPOUP SHOULD BE INSPECTED FOR ANY SCUM BENEATH THE RIPOUP OR FOR STONES THAT HAVE BEEN DISLOADED. SEDIMENT ACCUMULATION IN THE OUTLET JET SHOULD BE REMOVED AS NEEDED.

**CONCRETE WASHOUT AREA:** EXISTING FACILITIES SHOULD BE CLEANED OUT. ON NEW FACILITIES SHOULD BE CONSTRUCTED AND OPERATIONALS ONCE THE EXISTING WASHOUT IS 75% FULL. WASHOUTS SHOULD BE INSPECTED FREQUENTLY TO ENSURE THAT PLASTIC LININGS ARE INTACT AND SIDEWALKS HAVE NOT BEEN DAMAGED BY CONSTRUCTION ACTIVITIES. WHEN THE WASHOUT AREA IS ADJACENT TO A PAVED ROAD, THE PAVED ROAD SHOULD BE INSPECTED FOR ACCUMULATED CONCRETE WASTE. ANY ACCUMULATED CONCRETE WASTE ON THE ROAD, CURB, OR OUTLET SHOULD BE REMOVED AND PROPERLY DISPOSED.

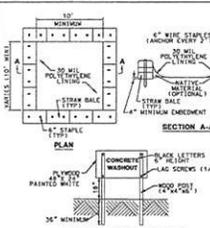
**EROSION CONTROL (BLANKET):** THE BLANKET AND STAPLES SHOULD BE INSPECTED FREQUENTLY AND SHALL BE INSTALLED TO THE ILLINOIS URBAN MANUAL, UNLESS OTHERWISE INSTRUCTED BY THE MANUFACTURER. EROSION CONTROLLING MEASURES SHOULD BE BACK-FILLED AND SEQUENCED WITH THE APPROPRIATE SEED MIX. ADDITIONAL BMP'S MAY NEED TO BE INSTALLED TO REDUCE EROSION UNDER THE BLANKET.

**SILT FENCE FENCES:** SILT FENCES SHOULD BE INSPECTED REGULARLY FOR UNDERCUTTING WHERE THE FENCES MEETS THE GROUND, OVERTIPPING, AND TEARS ALONG THE LENGTH OF THE FENCE. DEFICIENCIES SHOULD BE REPAIRED IMMEDIATELY. REMOVE ACCUMULATED SEDIMENTS FROM THE FENCE BASE WHEN THE SEDIMENT REACHES ONE-HALF THE FENCE HEIGHT. DURING FINAL STABILIZATION, PROPERLY DISPOSE OF ANY SEDIMENT THAT HAS ACCUMULATED ON THE SILT FENCE. INSTANCES WHEN AREAS OF SILT FENCE CONTINUALLY FAIL, REPLACE SILT FENCE WITH ANOTHER BMP AS SEEN FIT.

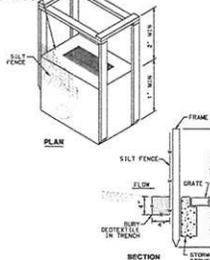
**CATCH BASIN AND INLET FILTERS:** INLET FILTERS SHOULD BE INSPECTED FOR PROPER FILTERING. IF FILTER BAGS ARE USED, REMOVE SEDIMENT FROM THE FILTER BAGS WHEN 50% PERCENT OF THE STORAGE VOLUME HAS BEEN FILLED, UNLESS OTHERWISE INSTRUCTED BY THE MANUFACTURER. REMOVE TRASH AND DEBRIS DURING INSPECTIONS. ACCUMULATED MATERIAL IN THE FILTERS SHOULD BE DISPOSED PROPERLY. DO NOT PUNCTURE HOLES IN FILTERS IF PONDING OCCURS.



1. INLET FILTER BASKET SHALL BE INSTALLED IN ALL INLET PIPES TO PREVENT SEDIMENT FROM ENTERING UNTIL PERMANENT VEGETATION IS ESTABLISHED.
2. FILTER BASKETS SHOULD NOT BE OPEN TO THE STREET OR ROAD AND SHOULD BE PROTECTED BY A WEEKLY BASIS AND AFTER ANY RAINFALL EVENT.
3. INLET FILTER BASKETS SHALL BE "STAPLED" BY MEANS OF A WIRE MESH OR APPROVED EQUIV.



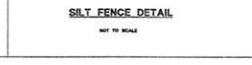
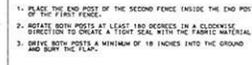
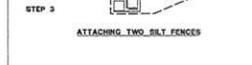
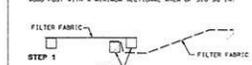
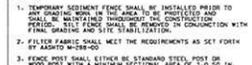
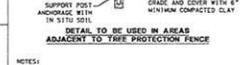
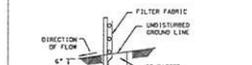
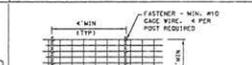
1. ACTUAL LAYOUT AND LOCATION TO BE DETERMINED IN FIELD.
2. MAINTENANCE AND OPERATIONALS SHOULD BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND STANDARD SPECIFICATIONS.
3. FACILITY SHALL BE CLEANED OR RE-CONSTRUCTED IN A NEW AREA (SEE WASHOUT REPAIR TWO-PARTS PLAN).
4. EACH STORM STRUCTURE IS TO BE STAPLED IN PLACE USING 12\"/>



1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS A MINIMUM OF 18 INCHES INTO THE GROUND AND BURY THE TIE.



1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK BE INITIATED IN THE CONSTRUCTION PERIOD. SILT FENCE SHALL BE REMOVED IN CONJUNCTION WITH FINAL GRADING AND VEGETATION STABILIZATION.
2. FILTER FABRIC SHALL MEET THE REQUIREMENTS AS SET FORTH IN SECTION 400-400-000.
3. FENCE POST SHALL EITHER BE STANDARD STEEL POST OR WOOD POST WITH A MINIMUM SECTIONAL AREA OF 3.0 SQ. IN.



**DRAFT - NOT FOR CONSTRUCTION**

**STORMWATER POLLUTION PREVENTION PLAN  
 DETAILS AND SPECIFICATIONS  
 WOUND CARE CENTER  
 LA GRANGE, ILLINOIS**

**Mackie Consultants, LLC**  
 9275 W Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)896-1400  
 www.mackieconsultants.com

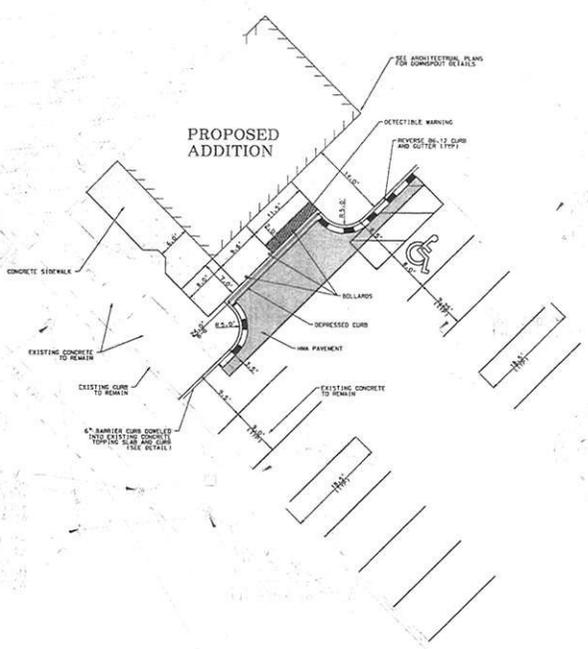
**CLIENT: WALSH CONSTRUCTION**  
 929 WEST ADAMS STREET  
 CHICAGO, ILLINOIS 60607  
 PHONE 312-563-5405 FAX 312-563-5478

DATE	DESCRIPTION OF REVISION	BY	SCALE	N.T.S.
DESIGNED	ST			
DRAWN	ST			
APPROVED	DAS			
DATE	12/17/12			

**SHEET 4 OF 7**  
 PROJECT NUMBER: 2219  
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 ILLINOIS LICENSE 084-000264

H.A.-5

LEGEND	
HEAVY DUTY PAVEMENT	
CONCRETE SIDEWALK	



- SITE PLAN GENERAL NOTES**
1. ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
  2. ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
  3. ALL BUILDING DIMENSIONS ARE BASED ON ARCHITECTURAL PLANS DATED 12/09/2012. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND CONTACT THE ARCHITECT FOR ANY DISCREPANCIES.
  4. ALL ON-SITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
  5. ALL PROPOSED CURB AND CUTTER SHALL BE 6\"/>
- UNDERGROUND UTILITY GENERAL NOTES**
1. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. A RECORD MUST BE KEPT OF ANY DRAIN TILE ENCOUNTERED, TO BE INCLUDED WITH THE RECORD DRAWINGS.
  2. ALL UNDERGROUND UTILITY INFORMATION NOTED ON THE PLANS IS BASED ON INFORMATION OBTAINED FROM THE MUNICIPALITY, UTILITY COMPANIES OR FIELD MEASUREMENTS. THIS INFORMATION, WHILE BELIEVED TO BE COMPLETE AND ACCURATE, CANNOT BE GUARANTEED.
  3. CONTRACTOR TO VERIFY CANOPY AND ROOF DRAIN CONNECTION LOCATIONS AND SIZES WITH ARCHITECTURAL PLANS BEFORE CONSTRUCTION.
  4. CONTRACTOR SHALL CONTACT JULIE (1-800-490-0123) PRIOR TO START OF CONSTRUCTION TO LOCATE ALL UTILITIES WITHIN THE RIGHT-OF-WAY.
  5. IN CASE OF CONFLICTS, THE MUNICIPALITY STANDARDS AND NOTES SHALL TAKE PRECEDENCE.
  6. EXISTING OR PROPOSED MANHOLES, CATCH BASINS, INLETS AND VALVE WALLS REQUIRING OVER 12-INCHES OF ADJUSTMENT RINGS SHALL USE AN ADDITIONAL BARREL SECTION TO MAINTAIN A MAXIMUM OF 12-INCH TOTAL ADJUSTMENT RING DEPTH.

**DRAFT - NOT FOR CONSTRUCTION**

**UTILITY AND PAVING PLAN  
WOUND CARE CENTER  
LA GRANGE, ILLINOIS**

SHEET  
**5 OF 7**  
PROJECT NUMBER: 2219  
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ILLINOIS FIRM LICENSE: 184-002694

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CLIENT:  
**WALSH CONSTRUCTION**  
929 WEST ADAMS STREET  
CHICAGO, ILLINOIS 60607  
PHONE: 312-563-5405 FAX: 312-563-5478

DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED	ST
DRAWN	ST
APPROVED	DAS
DATE	12/11/12
BY	SCALE
	1"=10'

UTILITY AND PAVING PLAN  
 WOUND CARE CENTER  
 LA GRANGE, ILLINOIS

**GENERAL NOTES**

- A. REFERENCED SPECIFICATIONS**
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
    - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (I DOT) 551 FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION.
    - STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (ISSWI) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION.
    - VILLAGE OF LA GRANGE STANDARDS.
    - METROPOLITAN WATER REclamation DISTRICT OF GREATER CHICAGO "SEWER PIPING DESIGN AND CONSTRUCTION" SPECIFICATIONS.
    - IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

**B. NOTIFICATIONS**

- THE MUNICIPALITY AND OWNER MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE STARTING OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL RELEVANT ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OF EACH WORK PHASE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF THE UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT ARE NOT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. CALL 311-1-1-1. AT 1-800-892-0323.

**C. GENERAL NOTES**

- THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
- THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY THE MUNICIPALITY OR AUTHORIZED AGENCIES. THE CONSTRUCTION DETAILS AS PRESENTED ON THE PLANS MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.
- A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR SEWER DISTRICT AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.
- THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY UNPOLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY DISTRICT.
- DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLOWING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY AND/OR SEWER DISTRICT.
- THE LOCATION OF VARIOUS EXISTING UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND DEPTHS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.
- ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
- NO FINAL CONNECTION SHALL BE MADE TO THE EXISTING WATER MAIN SYSTEM UNTIL THE WATER MAIN HAS BEEN PRESSURE TESTED AND CHLORINATED.
- ALL NON-PAVING CONCRETE USED ON THE PROJECT SHALL BE I DOT CLASS S1.
- MATERIAL AND COMPRESSION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY AND OWNER.
- THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
- ALL EXISTING FIELD DRAINAGE TILE ENCOUNTED OR DAMAGED DURING CONSTRUCTION WHICH DRAIN OFFSITE PROPERTY SHALL BE CONNECTED TO THE STORM SEWER SYSTEM. ALL EXISTING FIELD DRAINAGE TILE ENCOUNTED OR DAMAGED DURING CONSTRUCTION THAT SERVES ON-SITE PROPERTY CAN BE CAPPED AND/OR REMOVED FROM THE SITE.
- COMPACTED GRANULAR TRENCH BACKFILL SHALL BE INSTALLED FOR ALL SEWER AND WATER MAIN WHERE THE TOP OF THE TRENCH LIES UNDER OR WITHIN 24" OF ALL ROADWAYS, SIDEWALKS, DRIVES, CURBS AND PARKING AREAS.
- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.
- RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PLANS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WELLS OR BINGS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL WALKS, BENCHES, TIES OR BINGS SHALL BE TIED TO A FIVE INVERT.

**D. EXCAVATION AND SITE GRADING**

- EXCAVATION AND EMBANKMENT REQUIRED FOR SITE GRADING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SOILS REPORTS PREPARED FOR THIS SITE. COPIES OF THE SOILS REPORTS ARE AVAILABLE FROM THE OWNER.
- BUILDING PAD, BUILDING FOOTING, AND PAVEMENT SUBGRADE SHALL BE CONSTRUCTED OF SUFFICIENT FILL MATERIAL, AS DETERMINED BY THE SOILS ENGINEER, AND COVERED WITH A MINIMUM OF 4" OF 1/2" MAXIMUM SIZE IN BUILDING PAD AREAS AND 95% MODIFIED PROCTOR DENSITY IN PAVEMENT AREAS.
- ALL CLAY EMBANKMENT NECESSARY FOR STORMWATER MANAGEMENT AREAS SHALL BE CONSTRUCTED ON THE CROSS SECTION OF CONVECTIVE SOILS TYPES WITH LESS THAN 25% SAND AND GRAVEL. MATERIAL SHALL HAVE A COEFFICIENT OF PERMEABILITY OF LESS THAN 10<sup>-7</sup>. THESE MATERIALS WILL BE PRACTICALLY IMPERVIOUS. MATERIAL SHALL BE TESTED TO MEET THE ABOVE REQUIREMENTS FOR PERMEABILITY, COMPACTIBILITY, CHARACTERISTICS AND UNIFORM COMPRESSION STRENGTH. IN ORDER TO ENSURE THAT THEY MEET THE ABOVE REQUIREMENTS, THE CONTRACTOR SHALL:
  - USE MATERIAL SHALL BE CL TYPE USING THE SOIL CLASSIFICATION SYSTEM, ASTM D2428) AND FREE FROM GRAVEL, ORGANIC MATERIAL, AND ANY OTHER OBJECTIONABLE MATERIALS.
  - THE EMBANKMENT SHALL BE PLACED IN ESSENTIALLY HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN LOOSE MEASURE. EACH LIFT SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED IN THE LABORATORY BY THE MODIFIED PROCTOR COMPACTION TEST (ASTM D1557). EACH LIFT TO BE COMPACTED TO BE TESTED TO MEET THE ABOVE REQUIREMENTS FOR PERMEABILITY, COMPACTIBILITY, CHARACTERISTICS AND UNIFORM COMPRESSION STRENGTH. MOISTURE CONTROL IS IMPORTANT IN THE COMPACTION OF COHESIVE SOIL TYPES, AND THE WATER CONTENT OF THE EMBANKMENT SHALL BE WITHIN 4 PERCENTAGE POINTS OF OPTIMUM MOISTURE AS ESTABLISHED BY THE LABORATORY COMPACTION CURVE.
- COMPACTION TESTING SHALL MEET THE REQUIREMENTS OF THE MUNICIPALITY AND THE OWNER.
- NO EQUIPMENT, MATERIAL OR WORK IS TO BE PERFORMED OUTSIDE THE LIMITS OF CONSTRUCTION.
- THE CONTRACTOR IS REQUIRED TO MEET ALL SOIL EROSION CONTROL AND SEDIMENTATION REQUIREMENTS AS SET FORTH IN THE ILLINOIS STANDARDS, MUNICIPAL ORDINANCES, COUNTY ORDINANCES, AND THE ENGINEERING PLANS.
- ALL PAVEMENT SUBGRADE SHALL BE PROOF-ROLLED WITH A FULLY LOADED TIRE WHEEL TRUCK, ANY SOFT TYPING AREAS SHALL BE REMOVED AND REPLACED WITH COMPACTED 1/4" CRUSHED STONE.
- ALL UNSUITABLE MATERIAL, AS DETERMINED BY THE SOILS ENGINEER, SHALL BE REMOVED AND REPLACED WITH CRUSHED STONE, I DOT CA-3 GRANULAR AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY IN PAVEMENT AREAS AND COMPACTED TO 3,000 PSF IN BUILDING PAD LIMITS.
- LIMITS OF BUILDING PAD SHALL EXTEND FIVE (5) FEET BEYOND PROPOSED BUILDING FOOTING, LIMITS OF SUITABLE MATERIAL SHALL EXTEND TWO (2) FEET BEYOND BACK OF PROPOSED CURB, OR EDGE OF PAVEMENT.
- ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION OPERATION SHALL BE:
  - FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-748E. ALL COSTS ASSOCIATED WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT.
  - THESE ITEMS SHALL INCLUDE BUT NOT BE LIMITED TO: TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE AND LOCAL TIPPING FEES.

**E. PAVEMENT CONSTRUCTION**

- HOT-MIX ASPHALT PAVEMENT SHALL HAVE A MINIMUM TOTAL COMPACTED DENSITY AS SHOWN ON THE DRAWINGS AND SHALL BE COMPACTED TO 93% OF THE MAXIMUM UNIT WEIGHT AS DETERMINED BY ASTM D-2924.
- THE PAVEMENT SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 302 (SUBGRADE PREPARATION) OF THE I DOT SS. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 3.0.
- NO AGGREGATE BASE COURSE SHALL BE INSTALLED UNTIL THE SUBGRADE HAS BEEN APPROVED BY THE OWNER.
- HOT-MIX ASPHALT PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 400 (HOT-MIX ASPHALT BINDER AND SURFACE COURSE).
- NO HOT-MIX ASPHALT BINDER SHALL BE INSTALLED UNTIL THE AGGREGATE BASE COURSE HAS BEEN APPROVED BY THE OWNER. THE AGGREGATE BASE COURSE FINE CURVE MUST BE APPLIED AT A RATE OF 0.25 TO 0.5 GALLONS PER SQUARE YARD. THE EACH RATE TO BE SPECIFIED BY THE ENGINEER.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY STONE, BARRICADES, FENCES, ETC. TO KEEP THE CONSTRUCTION SITE IN COMPLIANCE WITH STATE AND FEDERAL LAWS. THE MUNICIPALITY MAY REQUIRE ADDITIONAL STORAGE OR BARRICADES. THE CONTRACTOR SHALL COMPLY WITH ALL SUCH MUNICIPAL REQUIREMENTS.
- ALL EXISTING PAVEMENT, SIDEWALK, OR CURB AND GUTTER TO BE REMOVED SHALL BE REMOVED WITHIN THE LIMITS OF THE PROPOSED REMOVAL BEFORE REMOVAL OPERATIONS BEGIN.
- PRIOR TO PLACEMENT OF BASE COURSE, THE SUBGRADE SHALL BE PROOF-ROLLED WITH A FULLY LOADED TIRE WHEEL TRUCK, AND ANY SOFT TYPING AREAS SHALL BE REMOVED AND REPLACED WITH COMPACTED CA-4 CRUSHED STONE.
- CURB AND GUTTER REMOVAL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 400 (REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES) OF THE I DOT SS.
- ALL PAVEMENT MARKINGS SHALL BE PAINT.
- P.C.C. PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 402 (PORTLAND CEMENT CONCRETE PAVEMENT) OF THE I DOT SS. P.C.C. PAVEMENT SHALL BE CLASS PP, UNLESS OTHERWISE NOTED.
- COMBINATION CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 600 (CONCRETE GUTTER, CURB, MEDIAN, AND PAVED BENCH) OF THE I DOT SS.
  - EXPANSION JOINTS SHALL BE PLACED AT THE END OF RADIUS AND AT INTERVALS OF NO MORE THAN 40 FEET IN STRAIGHT LINE PORTIONS OF CURB.
  - EXPANSION JOINTS SHALL BE PROVIDED WHERE CURB AND GUTTER ADJUTS AN EXISTING OR PROPOSED SIDEWALK, BUILDING, PERMANENT STRUCTURE OR EXISTING OR PROPOSED CURB.
  - EXPANSION JOINTS ARE REQUIRED 5 FEET ON EACH SIDE OF ANY STORM SEWER STRUCTURE IN THE CURB LINE.
  - EXPANSION JOINTS SHALL BE 1/2" INCH LONG 1/4" DOWEL BARS WITH CAP.
  - CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NO MORE THAN 10 FEET.
  - CONTRACTION JOINTS SHALL BE 1/2" INCH LONG 1/4" DOWEL BARS WITH CAP. THE THICKNESS OF THE GUTTER FLAP AND TO A WIDTH OF NOT LESS THAN 1/8 INCH.

- SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 424 (PORTLAND CEMENT CONCRETE SIDEWALK) OF THE I DOT SS.
  - EXPANSION JOINTS, 3/4-INCH THICK, SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 10 FEET IN THE SIDEWALK. WHERE THE SIDEWALK IS CONSTRUCTED ADJACENT TO PAVEMENT OR CURB HAVING EXPANSION JOINTS, THE EXPANSION JOINTS IN THE SIDEWALK SHALL BE PLACED IN LINE WITH THE EXISTING EXPANSION JOINTS AS NEARLY AS PRACTICABLE.
  - EXPANSION JOINTS SHALL BE PLACED WHERE THE SIDEWALK ADJUTS EXISTING STRUCTURES, BETWEEN DRIVEWAY PAVEMENT AND SIDEWALK, AND BETWEEN SIDEWALK ACCESSIBILITY RAMPS AND CURBS WHERE THE RAMP ADJUTS A CURB.
  - CONTRACTION JOINTS SHALL EXTEND 1/4 THE DEPTH OF THE SIDEWALK AND SHALL NOT BE LESS THAN 7/8 INCH NOR MORE THAN 1 1/4 INCH IN WIDTH.
  - NO SIDE SHALL BE LONGER THAN 6 FEET NOR LESS THAN 4 FEET ON ANY ONE SIDE, UNLESS OTHERWISE ORDERED BY ENGINEER OR ARCHITECT.
- HOT-MIX ASPHALT BASE COURSE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 305 (HOT-MIX ASPHALT BASE COURSE) OF THE I DOT SS.
- ALL CONCRETE FOR SIDEWALK AND CURB AND GUTTER IS TO BE CLASS S1, 6-1 BAG MIX WITH NO.1 FSH.
- HOT-MIX ASPHALT SPECIFICATIONS SHALL BE AS FOLLOWS:

ITEM	AIR VOIDS
HMA SURFACE COURSE, MIX "D" [11-9.5MM, NSD, 1.5" MIN.]	4% AT 50 CYR.
HMA BINDER COURSE, [11-19.0, NSD] TOP 2"	4% AT 50 CYR.
LEVELING BINDER (MACHINE METHOD), [11-4.75, NSD]	3.5% AT 50 CYR.
CLASS D PATCHES HMA BINDER [11-19mm]	4% AT 70 CYR.

- THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MATERIAL QUANTITIES SHALL BE:
- THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "50S/50R PG 76-22" AND FOR ALL NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "70, 64-22" UNLESS MODIFIED BY THE CONTRACTOR'S PROVISIONS. THE "P" PREFIX OF MANY OF THE SPECIAL PROVISIONS OF THE APPLICABLE DISTRICT ONE SPECIAL PROVISIONS MAY INCLUDE "POLYMERIZED ASPHALT PAVEMENT AND SHINGLES," "HMA MIXTURE [11-4.75" AND "STONE MATRIX ASPHALT [5MA1]".
  - ALL CURBS CONSTRUCTED OVER A UTILITY TRENCH SHALL BE REINFORCED WITH TWO EQUALLY SPACED REBARS CENTERED IN THE FLAG FOR A LENGTH OF 10 FEET ON EITHER SIDE OF THE TRENCH. SIDEWALKS SHALL BE TREATED IN THE SAME MANNER USING THREE EQUALLY SPACED REBARS CENTERED IN THE SIDEWALK FOR A LENGTH OF 10 FEET IN EITHER SIDE OF THE TRENCH.
  - ADA ACCESSIBLE CURB RAMPS SHALL BE PROVIDED AT ALL LOCATIONS WHERE THE SIDEWALK ADJUTS THE CURB AND GUTTER. ALL ADA CURB RAMPS SHALL BE PROVIDED WITH THE FOLLOWING CHARACTERISTICS:
    - THE INSTALLATION OF THESE RAMPS SHALL CONFORM TO SECTION 424 OF THE I DOT STANDARD SPECIFICATIONS AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES.

**F. SANITARY SEWER**

- SANITARY SEWERS, SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL MUNICIPAL REQUIREMENTS OR SANITARY DISTRICT SPECIFICATION AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (ISSWI).
- SANITARY SEWERS SHALL BE:
  - POLYVINYLS CHLORIDE PIPE (PVC) 26 PER ASTM D-3034 WITH ELASTOMERIC JOINTS IN ACCORDANCE WITH ASTM D-2618 AND FATF #7.
  - DUCTILE IRON PIPE (DIP) ANSI A21.31, CLASS 50 PER ANSI A 21.50 (ANNA C114), WITH MECHANICAL OR RUBBER RING (SLIP SEAL OR PUSH-IN JOINTS PER ANSI A21.11 (ANNA C111 AND C6001).
  - PRECAST CONCRETE PIPE (PCCP) SHALL BE IN ACCORDANCE WITH ASTM D 2241. PVC PIPE JOINTS SHALL BE SOLVENT CEMENTED JOINTS PER ASTM D 2612 OR FLEXIBLE ELASTOMERIC JOINTS PER ASTM D3329 AND FATF.
- GRANULAR PIPE BEDDING MATERIAL SHALL BE CRUSHED STONE, GRADATION CA-11 AND SHALL BE INSTALLED PER ASTM D3221-89. GRANULAR BEDDING SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
- SANITARY SEWER TESTING SHALL INCLUDE INFILTRATION TEST OR INFILTRATION TESTING IN ACCORDANCE WITH THE SSWS, MUNICIPAL REQUIREMENTS AND/OR SANITARY DISTRICT REQUIREMENTS. ALL SANITARY SEWERS CONSTRUCTED OF FLEXIBLE PIPE SHALL BE DEFLECTION TESTED IN ACCORDANCE WITH THE SSWS, MUNICIPAL REQUIREMENTS AND/OR SANITARY DISTRICT REQUIREMENTS. DEFLECTION TESTING SHALL NOT OCCUR SOONER THAN THIRTY (30) DAYS AFTER COMPLETION OF THE SEWER INSTALLATION OF THE SECTION BEING TESTED.
- SANITARY MANHOLES SHALL BE TESTED FOR WATER TIGHTNESS BY EITHER ASTM C589 - STANDARD PRACTICE FOR INFILTRATION AND EXFILTRATION ACCEPTANCE TESTING OF INSTALLED PRECAST CONCRETE PIPE SEWER LINES OR ASTM C 1244 STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE PRESSURE (WADSWAY) TEST.
- SANITARY SEWER SERVICE FOR THE PROPOSED BUILDINGS SHALL BE COORDINATED WITH THE ARCHITECTURAL PLANS FOR SIZE AND LOCATION. LATER REVISIONS TO ARCHITECTURAL PLANS MAY EXIST. THEREFORE, CONTRACTOR SHALL VERIFY LOCATION OF SANITARY SERVICE AS SHOWN ON ENGINEERING PLANS IS CONSISTANT WITH ARCHITECTURAL PLANS. NOTIFY ENGINEER OR OWNER IF DISCREPANCY EXISTS.
- STORM SEWER
  - ALL STORM SEWERS, SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL MUNICIPAL REQUIREMENTS, THE I DOT SS AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
  - STORM SEWERS SHALL BE:
    - DUCTILE IRON PIPE (DIP) - ASTM C-118, MINIMUM CLASS 111 WITH MASTIC JOINTS OR 8-INCH JOINTS IN ACCORDANCE TO ASTM C-443.
    - POLYVINYLS CHLORIDE PIPE (PVC) PIPE - 26 PER ASTM D-3034 WITH ELASTOMERIC JOINTS IN ACCORDANCE WITH ASTM D-3122.
  - GRANULAR PIPE BEDDING MATERIAL SHALL BE CRUSHED STONE, GRADATION CA-11 AND SHALL BE INSTALLED PER ASTM D3221-89. GRANULAR BEDDING SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.

**H. WATER MAIN**

- ALL WATER MAINS SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL MUNICIPAL REQUIREMENTS AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (ISSWI).
- WATER MAINS SHALL BE:
  - DUCTILE IRON PIPE CONFORMING TO ANSI A 21.51 (ANNA C111), CLASS 50 PER ANSI A 21.50 (ANNA C114), SLEEVES COATED OR CEMENT LINED PER ANSI A21.4 (ANNA C104), WITH MECHANICAL OR RUBBER RING (SLIP SEAL OR PUSH-IN JOINTS PER ANSI A21.11 (ANNA C111 AND C6001).
  - POLYVINYLS CHLORIDE PIPE CONFORMING TO ASTM D 2241 AND BE DESIGNATED CLASS 120488 (FORM 1200), CLASS 120488 (FORM 1200) IN CONFORMANCE WITH ASTM D 2241. THE PIPE SHALL BE RATED AT 160 PSI OR GREATER AT 73.4 FEET PER FOOT (F.P.F.) WITH A MINIMUM OF 30 PER ANSI A 21.50 (ANNA C114) TABLE 2. FITTINGS FOR SERVICE PIPE SHALL BE BRASS AND OF THE COMPRESSION TYPE FOR TYPE K CURBING. ONE PIECE SHALL BE USED FROM THE MAIN TO THE CURB STOP AND ONE PIECE FROM THE CURB STOP TO THE METER SPREAD FOR LENGTHS OF 100 FEET OR LESS.
  - A MINIMUM OF 5'-4" OF COVER SHALL BE MAINTAINED OVER THE WATER MAIN AND SERVICES AT ALL TIMES, UNLESS SPECIAL PROVISIONS HAVE BEEN MADE.
  - ALL WATER VAULTS SHALL HAVE THE WORD "WATER" CAST INTO THE LID.
  - VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE RESPECTIVE STANDARDS OF THE LATEST ANNA C550, ANNA C509 AND ANNA C515 STANDARDS. ALL MATERIALS USED IN THE MANUFACTURE OF WATERWORKS GATE VALVES SHALL CONFORM TO THE ANNA STANDARDS DESIGNATED FOR EACH MATERIAL LISTED. ALL VALVES SHALL CONFORM TO THE STANDARDS SET FORTH IN THE SEWS.
  - WATER MAINS SHALL BE PRESSURE TESTED, LEAK TESTED AND CHLORINATED IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS AND THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION.
  - WATER SERVICE FOR THE PROPOSED BUILDINGS SHALL BE COORDINATED WITH THE ARCHITECTURAL PLANS FOR SIZE AND LOCATION. LATER REVISIONS TO THE ARCHITECTURAL PLANS MAY EXIST. THEREFORE, CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF WATER SERVICES AS SHOWN ON ENGINEERING PLANS IS CONSISTANT WITH ARCHITECTURAL PLANS. NOTIFY ENGINEER OR OWNER IF DISCREPANCY EXISTS.
  - WATER MAINS SHALL BE LOCATED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY SEWER, STORM SEWER, COMBINED SEWER OR SEWER SERVICE CONNECTION. WATER MAINS MAY BE LOCATED DEEPER THAN 10-TO-16 TO A SEWER LINE WHEN:
    - LOCATIONS PREVENT A LATERAL SEPARATION OF 10-FOOT AND
    - THE WATER MAIN INVERT IS AT LEAST 18-INCHES ABOVE THE CROWN OF THE SEWER.
  - THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH WITH THE EXISTING SEWER. WHEN LOCATED IN THE SAME TRENCH WITH THE EXISTING SEWER, IT IS IMPROBABLE TO MEET THE CONDITIONS ABOVE. IN THIS CASE, THE WATER MAIN AND SEWER MAIN SHALL BE CONSTRUCTED OF EQUIVALENT WATER MAIN STANDARDS OF CONSTRUCTION WITH SLIP-ON OR MECHANICAL JOINTS. THE SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.
  - WATER MAIN SHALL BE SEPARATED FROM STORM AND SANITARY SEWERS AS FOLLOWS:
    - WATER MAINS SHALL BE SEPARATED FROM A SEWER SO THAT IT'S INVERT IS A MINIMUM OF 18-INCHES ABOVE THE CROWN OF THE SEWER. HOWEVER WATER MAINS CROSS A STORM SEWER, SANITARY SEWER OR SEWER SERVICE CONNECTION, THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF WATER MAIN LOCATED WITHIN 10 FEET HORIZONTALLY OF ANY SEWER CROSSING. A LENGTH OF WATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIVALENT FROM THE SEWER.
    - BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINTS OF PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION WHEN IT IS IMPROBABLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN 4.1 ABOVE OR THE WATER MAIN PASSES UNDER A SEWER.
    - A VERTICAL SEPARATION OF 18-INCHES BETWEEN THE INVERT OF THE SEWER AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER A SEWER. SUPPORT THE SEWER TO PREVENT SETTLING AND BREAK THE WATER MAIN.
    - CONSTRUCTION OF WATER MAIN QUALITY PIPE SHALL EXTEND ON EACH SIDE ON THE CROSSING UNTIL THE PERPENDICULAR DISTANCE FROM THE WATER MAIN TO THE SEWER IS AT LEAST 10 FEET.
  - FIRE HYDRANTS SHALL CONFORM TO THE AMERICAN WATER WORKS ASSOCIATION STANDARD C-450 AND SHALL BE OF A MAKE THAT HAS BEEN ADOPTED BY THE MUNICIPALITY AS A STANDARD. HYDRANTS SHALL BE DESIGNED FOR A MINIMUM WORKING PRESSURE OF ONE HUNDRED FIFTY (150) PSI AND A TEST PRESSURE OF THREE HUNDRED (300) PSI. HYDRANT BODY CASTING SHALL BE MANUFACTURED OF CAST IRON OR DUCTILE IRON. ALL NOZZLES SHALL BE MANUFACTURED OF AN ACCEPTABLE GRADE OF BRONZE, AND ACCURATELY TYPED IN ACCORDANCE WITH "NATIONAL STANDARD HOSE COUPLING THREAD SPECIFICATIONS" OF AN APPROVED HYDRANT SHALL BE OPEN BY TURNING LEFT (COUNTER-CLOCKWISE) AND SHALL BE SO MARKED. HYDRANTS SHALL BE OF THE "BREAK-AWAY" OR "TRAFFIC" BASE DESIGN.
  - SMALL SERVICE LINE APPURTENANCES SHALL BE IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS AND AS FOLLOWS:
    - CURB STOP: CURB STOPS SHALL BE FABRICATED OF BRASS AND SHALL BE PROVIDED WITH OUTLETS SUITABLE FOR COPPER CONNECTIONS. CURB STOPS SHALL BE OF THE ROUND-NUT TYPE. FITTINGS FOR THE SERVICE PIPE SHALL BE BRASS AND OF THE COMPRESSION TYPE FOR TYPE K CURBING. CURB STOPS SHALL BE EQUIPPED WITH CONDUCTIVE COMPRESSION CONNECTIONS, FLARED OR SWEAT CONNECTIONS ARE NOT ALLOWED.
    - CORPORATION STOP: CORPORATION STOPS SHALL BE FABRICATED OF BRASS AND SHALL BE PROVIDED WITH OUTLETS SUITABLE FOR COPPER CONNECTIONS. CURB STOPS SHALL BE EQUIPPED WITH CONDUCTIVE COMPRESSION CONNECTIONS, FLARED OR SWEAT CONNECTIONS ARE NOT ALLOWED.
    - CURB BOX SHALL BE SCREW TYPE WITH THE BASE THREADED TO ATTACH TO THE CURB STOP, OR SHALL BE "BUTTFLD" OR "BODY" TYPE OF SUCH CONSTRUCTION THAT IT SHALL BE CAPABLE OF EXTENSION TO FINISH GRADE. THE TOP OF THE CURB BOX SHALL BE FURNISHED WITH THE WORD "WATER" ON THE LID.

**I. EROSION AND SEDIMENT CONTROL**

- THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN.
- REFER TO THE STORMWATER POLLUTION PREVENTION PLAN FOR DETAILED SPECIFICATIONS.

**J. LANDSCAPING**

- ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDING. SEEDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 502 (SEEDING) OF THE I DOT SS. SEEDING MIXTURE SHALL BE CLASS LAWN MIXTURE, UNLESS OTHERWISE INDICATED.
- EROSION CONTROL BLANKET SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 501 (EROSION CONTROL BLANKET) OF THE I DOT SS. SEEDING MIXTURE SHALL BE EXCELLENT 05-150 OR SS-150 DEPENDING ON THE INTENDED USE.

**K. TRAFFIC CONTROL**

- ALL DISTURBED AREAS SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE I DOT SS AND IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS SHALL BE MAINTAINED.

5-A.15

DRAFT - NOT FOR CONSTRUCTION

**Mackie Consultants, LLC**  
9575 W Higgins Road, Suite 500  
Rosemont, IL 60018  
(847)960-1400  
www.mackieconsultants.com

**CLIENT:**  
**WALSH CONSTRUCTION**  
929 WEST ADAMS STREET  
CHICAGO, ILLINOIS 60607  
PHONE: 312-563-5405 FAX: 312-563-5478

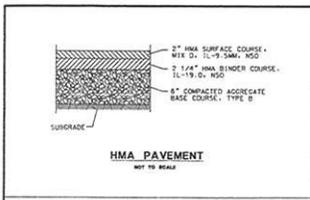
DATE	DESCRIPTION OF REVISION	BY	SCALE	N.T.S.

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APPROVED	DAS
DATE	12/17/12

SHEET  
**6 OF 7**  
PROJECT NUMBER: 2219  
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ILLINOIS PERM LICENSE 084-002084

**SPECIFICATIONS  
WOUND CARE CENTER  
LA GRANGE, ILLINOIS**

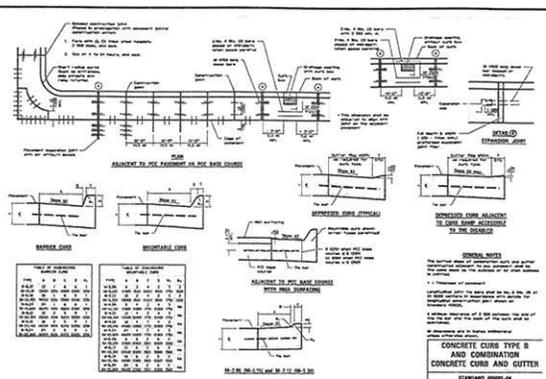
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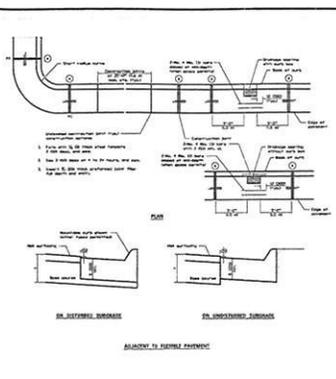
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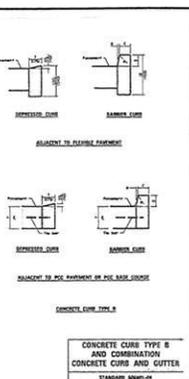
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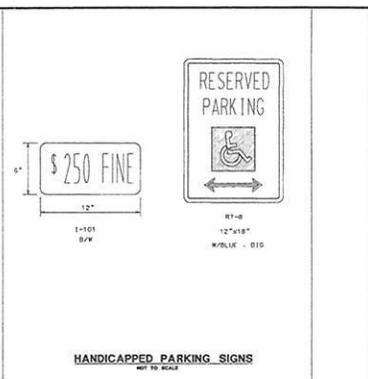
**CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER**  
STANDARD SPECIFICATIONS



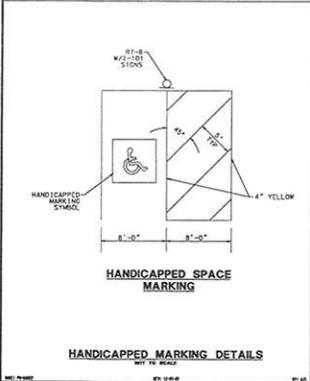
**CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER**  
STANDARD SPECIFICATIONS



**Barrier Curb**

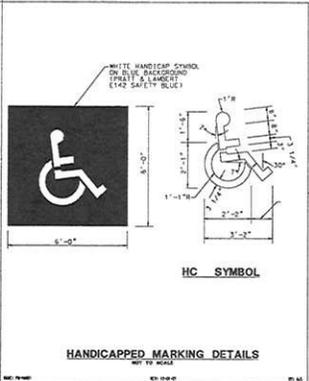


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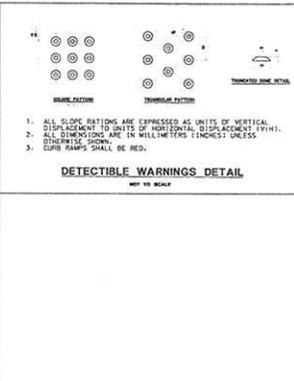


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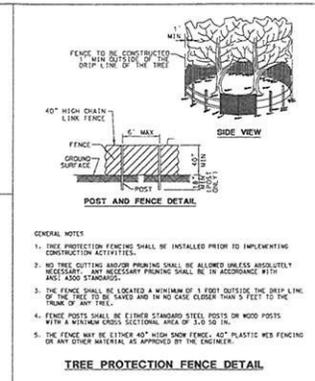
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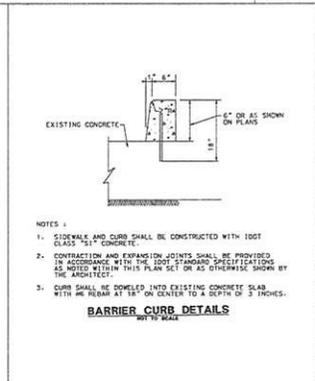
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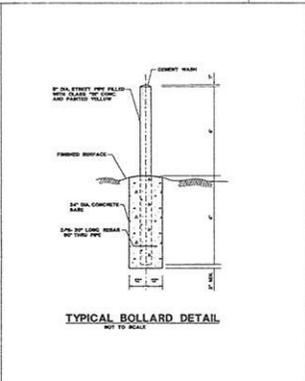
**DETECTABLE WARNINGS DETAIL**  
NOT TO SCALE



**TREE PROTECTION FENCE DETAIL**



**Barrier Curb Details**  
NOT TO SCALE



**TYPICAL BOLLARD DETAIL**  
NOT TO SCALE

**DRAFT - NOT FOR CONSTRUCTION**

DATE PLOTTED: 12/12/12 10:58 AM

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CHICAGO, ILLINOIS 60607  
PHONE: 312-563-5405 FAX: 312-563-5478

DATE	DESCRIPTION OF REVISION	BY	SCALE	N.T.S.

**CONSTRUCTION DETAILS**  
**WOUND CARE CENTER**  
**LA GRANGE, ILLINOIS**

SHEET  
**7 OF 7**  
PROJECT NUMBER: 2219  
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ILLINOIS PERM LICENSE 164-002694

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

AMENDMENT TO THE FINAL PLAN  
APPLICATION FOR PLANNED DEVELOPMENT

TO THE PRESIDENT AND  
BOARD OF TRUSTEES  
VILLAGE OF LAGRANGE

Application No. 158  
Date Filed 1.07.13  
UARCO No. \_\_\_\_\_

(Please Type or Print)

Application is hereby made by Mr. Edward P. Gervain, Chief Operating Officer

Address: 5101 South Willow Springs Road, La Grange, IL 60525 Phone 708-245-6005

Email: edward.gervain@ahss.org

Owner of property located at Adventist La Grange Memorial Hospital, 5101 South Willow Springs Road, La Grange, IL 60525

Permanent Real Estate Index No. See Attached List  
as set forth by plat of survey attached hereto

Present Zoning Classification IB (Institutional Buildings)

Requested Modifications from the Zoning Code: Provision N/A  
Modification: N/A

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

A. **Special Use Permit Standards.** The petitioner will establish that the proposed development will meet each of the standards made applicable to special uses.

- (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 building addition will be in harmony with the general and specific purposes for which the current codes and regulations of the district in question were established.

- (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-A.17

The proposed building addition will not have a substantial nor undue adverse affect upon the adjacent property, the character of the area, nor the public health, safety, and general welfare.

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- (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 building addition 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.

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- (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 use will be adequately served by the existing utility infrastructure and public services.

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- (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 use will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The project is located central to the campus and away from circulation. Although four (4) existing parking stalls will be eliminated, the overall number of parking stalls on the site far exceeds the PUD required parking count.

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- (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 proposed building addition will not result in the destruction nor loss of any natural, scenic, or historic features of significant importance.

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- (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 use and development will comply with all additional standards imposed on it by the particular provision of this Code authorizing such use.

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**B. Standards for All Planned Developments.** The petitioner will establish that the proposed development will meet each of the following additional standards:

(a) Unified Ownership Require. The entire property will be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.  
The entire property is under the control of the Adventist La Grange Memorial Hospital.

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(b) Covenants and Restrictions to be Enforceable by Village. All covenants, deed restrictions, easements, and similar restrictions will be recorded in connection with the planned development may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.

N/A

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**C. Standards for Large Planned Developments.** The petitioner will establish that any project that includes 40,000 square feet or more of total land area or more than one principal building will meet each of the following standards (If the project site is less 40,000 square feet, skip ahead to Section B):

(a) Protected Open Space.<sup>1</sup> The protected open space must be held in common ownership or by an entity specifically responsible for the care and maintenance of the space. The protected open space also must be (i) held for use by all residents or other occupants of the development or (ii) dedicated to, and accepted by, the Village of La Grange, the Park District of La Grange, a school district, or another public entity as permanent common open areas for parks, recreation and/or related public uses.

The current open space is owned and maintained by the Adventist La Grange Memorial Hospital.

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(b) Landscaping and Perimeter. Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as provision of compatible uses and structures, setbacks, screening, or natural or man-made buffers. Every planned development having 20 or more acres shall provide a perimeter landscaped open space along each of its boundaries; each such open space shall have a minimum depth equal to the minimum front yard required 'in the district it is located or it abuts, whichever is greater.

The proposed project will not affect any landscaped areas along the perimeter of the property.

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<sup>1</sup> Protected Open Space may include parks, playgrounds, landscaped green space, community centers, or other similar areas and associated recreational amenities protected permanently as open space.

5-A.19

- (c) Private Streets. Private streets are prohibited unless expressly approved by the Board of Trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a hospital or by a property owners' association meeting the requirements set forth in this Section.

N/A

- (d) Pedestrian Circulation System. Describe the proposed pedestrian circulation system including appropriate walkways, paths, trails, passageways, and other means of movement into, out of, and throughout the development and including private or public sidewalks meeting the standards of the La Grange Subdivision Code on both sides of every street in or abutting the project

A sidewalk will be provided to allow pedestrians to access the existing building from the reconfigured parking lot.

- (e) Utilities. All utility lines shall be installed underground.

The proposed building addition will not require any new exterior utility lines.

- (f) Compensating Amenities. Describe all proposed *compensating amenities*:

N/A

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2 Compensating amenities means features not otherwise required to achieve compliance with the standards of this Code or other applicable Village codes and ordinances, including such things as public art, plazas, pedestrian walkways, natural habitats, increased landscaping, buffering or screening, enhanced streetscape, enhanced pedestrian and transit supportive design, underground parking and similar features. Compensating amenities must be proposed as part of a PD application, and all compensating amenities, whether public or private, must be developed and constructed at the applicant's expense.

5-A-20

**D. Standards for Small Planned Developments.** The petitioner will establish that any project that includes less than 40,000 square of total land area (a "Small PD"), will meet each of the following additional standards:

- (a) Open Space. Show that the largest amount of open space reasonably possible has been included in the Small PD) Plan and that open space has been assembled and designed to maximize its quality, usefulness, beauty, and value to the development. The Village may require recorded restrictions and covenants or dedication of development rights to assure the perpetual care, conservation, and maintenance of the operation of the open space and to prevent the use of common open space for any structure, improvement, or use other than that shown on the approved Small PD) Plan. The restrictions must be permanent and not for a given period of years and must run with the land.

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- (b) Landscaping and Perimeter Treatment. To the fullest extent possible, any area of the planned development not used for structures or circulation elements shall be landscaped or otherwise improved. Include details of landscaped perimeter:

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- (c) Public Improvements. Provide for all public improvements necessary to serve the PD, including without limitation streets, sidewalks, lights, signs, underground utilities, and landscaping, to be constructed or installed to Village standards at no cost to the Village.

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3 May be in the form of a cash contribution. If approved by the Board of Trustees, then the contribution must be made by the applicant to the Village prior to the issuance of any permit authorizing construction. Must be designated specifically for use to provide one or more features defined as compensating amenities. The Board may approve a cash contribution only if (a) the project site is inadequate for any physical on-site compensating amenity as a result of its size, shape, or other topographic feature, (b) there is no immediate need for a compensating amenity on public property abutting or adjacent to the project site, and (c) there is a compelling and appropriate compensating amenity, as determined by the Board of Trustees, for which a cash contribution can be designated.

5-A.21

(d) Excellence of Design. Describe the architectural quality of the building, with excellence of design considering the context within which the development is being proposed and the general standards stated in the "Urban Design Principles," "Urban Design Framework," and "Appendix A" of the Village of La Grange Urban Design Guidelines dated February 2009 (available on the Village website: [www.villageoflagrange.com](http://www.villageoflagrange.com) and at the Community Development Department offices).

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**NOTICE:** This application must be filed with the office of the Community Development Director together with seventeen (17) 11 x 17 copies of any required drawings, plats of survey, etc, the necessary data called for above a minimum of thirty days in advance of the public hearing and the required filing fee escrow a minimum of thirty days in advance of the public hearing date. The escrow will be utilized to cover all costs incurred by the Village as outlined in Paragraph 14- 1 01 D2 of the Zoning Code:

- (a) Legal Publication (direct cost);
- (b) Recording Secretarial Services (direct cost);
- (c) Court Reporter (direct cost) ;
- (d) Administrative Review and Preparation (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (e) Document Preparation and Review (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- M Professional and Technical Consultant Services (direct cost);
- (g) Legal Review, Consultation, and Advice (direct cost) ;
- (h) Copy Reproduction (direct cost); and
- W Document Recordation (direct cost); and
- (l) Postage Costs (direct cost).

The escrow for the application is as follows:

**Planned Development - \$3,000**

Should the funds in escrow fall below \$300, the Village will request that the applicant replenish the escrow fund prior to further processing of said application.

5-A.22

**Application for Planned Development**

The above filing fee and escrow shall be payable at the time of the filing of such request. Any funds remaining in escrow will be returned to the applicant after Village Board approval and all staff and consultant work is completed.

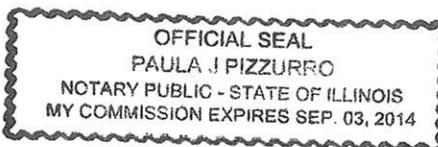
I, the undersigned, do hereby certify that I am the owner or contract purchaser (Evidence of title or other interest you have in the subject property, date of acquisition of such interest and the specific nature of such interest must be submitted with application) and do hereby certify that the above statements are true and correct to the best of my knowledge. I also acknowledge that Village staff will prepare a report with a recommendation to the Plan Commission prior to my hearing. I understand that this report will be available for my viewing the Friday prior to my hearing and it is my responsibility to contact the Village to view this report or obtain a copy.

[Signature] Adventist La Grange Memorial Hospital, 5101 South Willow Springs Road, La Grange, IL 60525  
(Signature of Owner or Contract Purchaser) (Address)

La Grange IL 60525  
(City) (State) (Zip Code)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

4 DAY OF JANUARY, 2013  
[Signature]  
NOTARY PUBLIC



PLACE SEAL HERE

**(FOR VILLAGE USE ONLY)**

1. Filed with the office of the Community Development Director 1.07 )20 13
2. Transmitted to Plan Commission at their meeting held: N/A
3. Continuation (if any):
4. Notice of hearing published in: N/A on:
5. Findings and Recommendations of Plan Commission referred to Village Board at meeting of: 1.28.13
6. Final action of Village Board for adoption of amending ordinances or denial of applicant's request at meeting held:
7. Payment of expenses satisfied:

REMARKS:

5-A.23



## Adventist La Grange Memorial Hospital Permanent Real Estate Index Numbers

18-08-205-008-000  
18-08-205-036-000  
18-08-205-037-000  
18-08-205-038-000  
18-08-205-050-000  
18-08-205-066-000  
18-08-205-067-000  
18-08-205-070-000  
18-08-205-071-000

18-08-400-001-000  
18-08-400-012-000  
18-08-400-013-000  
18-08-400-014-000  
18-08-400-017-000  
18-08-400-020-000

**Village of La Grange**

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

**APPLICATION FOR SITE PLAN APPROVAL**

Case No.: 158  
Date Filed: 1.07.13  
UARCO:

TO THE VILLAGE MANAGER and/or  
PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF LA GRANGE

Application is hereby made by Mr. Edward P. Gervain, Chief Operating Officer  
(Please Type or Print)

Address: 5101 South Willow Springs Road, La Grange, IL 60525  
(City) (State) (ZIP)

Phone: (708) 245-6005

Owner of Property Located at: Adventist La Grange Memorial Hospital, 5101 South Willow Springs Road, La Grange, IL 60525

Permanent Real Estate Index No.: See Attached List

Present Use: Medical Present Zoning Class.: IB (Institutional Buildings)

Please indicate if site plan approval is needed in connection with any development or redevelopment requiring:

Design Review Permit \_\_\_\_\_ Special Use Permit \_\_\_\_\_ Planned Unit Development X

PLAT OF SURVEY must be submitted with application. The plat should show existing buildings, lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

\* \* \*

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

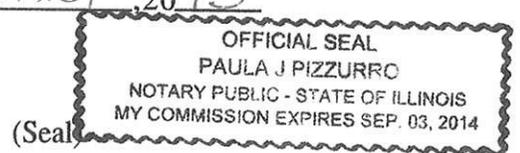
[Signature]  
(Signature of Owner or Contract Purchaser)

Adventist La Grange Memorial Hospital, 5101 South Willow Springs Road  
(Address)

La Grange IL 60525  
(City) (State) (zip)

Subscribed and sworn to before me this 4 day of JANUARY, 2013

[Signature]  
(Notary Public)



Whenever an application filed pursuant to any provision of this code involves any use, construction, or development requiring the submission of a site plan pursuant to section 14-402 of this Code, seventeen (17) 11 x 17 copies of a site plan illustrating the proposed use, construction, or development, and **Providing at least**

5-A.25

**the following data and information**, on one or more sheets, shall be submitted as part of the application:

- I. **A GRAPHIC RENDERING** of the existing conditions, which depicts:
  - a. All significant natural, topographical, and physical features of the subject property including contours at 1-foot intervals;
  - b. The location and extent of tree cover including single trees in excess of 8 inches in diameter at breast height;
  - c. The location and extent of water bodies and courses, marshes and special flood hazard areas, base flood areas and floodways on or within 100 feet of the subject property;
  - d. Existing drainage structures and patterns; and
  - e. Soil conditions as they affect development.
2. The location, use, size and height in stories and feet of structures and other land uses on properties within 250 feet of the subject property.
3. For all areas within any required yard or setback, and any proposed regrading of the subject property.
4. Data concerning proposed structures and existing structures that will remain, including:
  - a. Location, size, use, and arrangement, including height in stories and feet;
  - b. Where relevant, floor area ratio, gross floor area, and net floor area;
  - c. Where relevant, number and size of dwelling units, by dwelling unit type, and number of bedrooms;
  - d. Building coverage; and
  - e. Description of the calculation method utilized in computing all required statistics shown.
5. Minimum yard and setback dimensions and where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
6. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
7. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines. Also, casements and all other utility facilities.
8. Location, size, and arrangements of all outdoor signs and lighting.
9. Location and height of fences or screen plantings and the type or kind of building materials or plantings

5-A.26

**(FOR VILLAGE USE ONLY)**

1. Filed with the Office of the Community Development Director: 1.17, 2013
2. Site Plan reviewed: 1.28, 2013
3. In terms of the standards established by Subsection F of Section 14-402 of the Zoning Code the proposed site plan has been:
  - (i) Approved as submitted:
  - (ii) Approved subject to specific modifications:
  - (iii) Denied approval of site plan based of the following findings:

\* \* \*

(APPLICABLE WHEN SITE PLAN APPROVAL IS ASSOCIATED WITH ANY DEVELOPMENT OR REDEVELOPMENT REQUIRING A DESIGN REVIEW PERMIT, SPECIAL USE, OR PLANNED DEVELOPMENT.)

5. Transmitted to Plan Commission at their meeting held: N/A
6. Continuation (if any):
7. Notice of hearing published in: N/A on
8. Findings and Recommendations of Plan Commission referred to Village Board at meeting of 1.28.13
9. Final action of Village Board for adoption of amending ordinances or denial of applicant's request at meeting held:

5-A.27

to be used for fencing or screening.

10. Location, designation, and total area of all usable open space.
11. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
12. A traffic study, if required by the Village Manager, the Board, or Commission hearing the application.
13. Final architectural working drawings of all structures indicating typical architectural elevations, style of structures, and typical building materials.

If possible, please submit electronic copies of plans.

\* \* \*

Enclosures:

5-A, 28

## VILLAGE OF LA GRANGE

Disbursement Approval by Fund

January 28, 2013

Consolidated Voucher 130128

Fund No.	Fund Name	01/28/13 Voucher	01/18/13 Payroll	Total
01	General	46,029.59	290,229.46	336,259.05
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	106.62		106.62
24	ETSB	1,568.03		1,568.03
27	Drug Enforcement	807.35		
40	Capital Projects			0.00
50	Water	14,094.81	38,953.15	53,047.96
51	Parking	2,274.51	22,746.94	25,021.45
60	Equipment Replacement	2,162.00		2,162.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,764.85	9,324.23	11,089.08
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>68,807.76</u>	<u>361,253.78</u>	<u>429,254.19</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

5-B

## MINUTES

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

Monday, January 14, 2013 - 7:30 p.m.

### 1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:31 p.m. by President Asperger. On roll call, as read by Village Clerk Thomas Morsch, the following were present:

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

ABSENT: Trustee Nowak

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

President Asperger requested Clerk Morsch to lead the Board and audience in the Pledge of Allegiance.

### 2. PRESIDENT'S REPORT

Due to recent damage sustained to the La Grange Road train station, President Asperger relayed information provided by Metra regarding the structural analysis; construction repairs; and safety measures being taken for commuters. President Asperger also provided Metra's website for additional information and updates.

As a majority of residents voted in favor of a referendum for electric aggregation, President Asperger noted that this evening the Village Board would be considering the selection of a consultant to assist with the technical aspects of the program. President Asperger added that the Village will then hold public hearings on January 28 and February 11, 2013 at 7:30 p.m. in the Village Hall Auditorium, just prior to the regularly scheduled Village Board meeting. After input is received at the public hearings, a Plan of

5-c

Operation and Governance will be finalized. President Asperger reminded residents that the Village has not authorized any retail electric supplier as yet and encouraged residents to visit the Village's website for detailed information.

President Asperger advised the audience of an upcoming public meeting regarding the intersection of 47<sup>th</sup> Street and East Avenue. The public meeting is to be conducted by the Illinois Department of Transportation and held in the Village Hall auditorium on Thursday, January 31, 2013 between the hours of 4:00 p.m. and 7:00 p.m.

Lastly, President Asperger announced that the Capital Projects Workshop is also scheduled to be held on Monday, January 28. Explaining that this is the beginning of the budget planning process, the workshop is an opportunity for the Board and public to discuss proposed and ongoing Capital Projects.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Rose Naseef, 911 S. Stone Avenue noted her support for "greener – cleaner" energy as it relates to the electric aggregation program. Ms. Naseef detailed the environmental and health hazards that may be caused by the utilization of coal burning plants to generate electricity and the possible hazardous with the utilization of nuclear energy. Providing information and dates for upcoming presentations regarding municipal aggregation to be held at the La Grange Public Library, Ms. Naseef is hopeful that the Board will pursue alternative resources for cleaner renewable energy. President Asperger thanked Ms. Naseef for the information and her thoughtful comments.

Orlando Coryell, 115 S. Spring expressed concerns regarding the selection process of an electric aggregation consultant. Mr. Coryell does not feel enough public notice has been provided for thoughtful discussion of the electric aggregation program. Mr. Coryell hopes that guarantees are in place so that the rate charged to residents is less than what Com Ed would charge at that time. President Asperger responded that the Village would stipulate such rate guarantees.

George Rotter, 1015 Arlington indicated that when he logged onto the Village website, a browser add-on identified the Village's website in an unfavorable manner. Mr. Rotter also feels the Village should use the experience from other municipalities and refrain from hiring an electric aggregation consultant. President Asperger thanked Mr. Rotter for providing his comments and explained that the Village Board had previously disused options and determined it best to hire a consultant due to the complexity of the technical aspects of the electric aggregation process.

4. OMNIBUS AGENDA AND VOTE

- A. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, December 10, 2012
- B. Consolidated Voucher 121224 – (\$514,427.25)

5-c.1

C. Consolidated Voucher 130114 – (\$1,291,407.18)

It was moved by Trustee Langan to approve items A, B, and C of the Omnibus Agenda, seconded by Trustee Holder.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, and Palermo

Nays: None

Absent: Trustee Nowak

5. CURRENT BUSINESS

A. Resolution (#R-13-01) Stone Avenue Train Station Renovation Project – Cancellation of Invitation to Bid and Direction to Staff to Reject All Bids: Referred to Trustee Holder

Trustee Holder provided information on available federal and grant funding for the renovation of the Stone Avenue train station. Trustee Holder explained that staff working with Legat Architects and Metra finalized the necessary documents which were approved by the Village Board in September of 2011. Metra gave notice to proceed in January 2012 whereby project plans, specifications and contract documents were prepared and approved by Metra in November 2012. Trustee Holder added that six bids were received and opened in December 2012.

As all bids were significantly higher than the architect's estimate and thus exceeded the project budget, Trustee Holder noted that federal procurement regulations would only allow the Village to accept the lowest bid or cancel the bidding process and reject all bids. Staff and Metra concur that it is in the Village's best interest to reject all of the bids.

It was moved by Trustee Holder to approve the Resolution providing for notice of the cancellation of the invitation to bid and directing staff to reject all bids, seconded by Trustee Langan.

Trustee Kuchler inquired if more details could be provided related to the bids. Assistant Village Manager Andri Peterson responded affirmatively and that staff will complete an analysis of the bids, however the bids must first be officially rejected.

Trustee Kuchler asked if some items could be separated out and Village Attorney Burkland responded that the difficulty is in administering the project, however yes, the Village could structure the next set of bidding documents.

5-C.2

Trustee Langan inquired about feedback from the contractors and Ms. Peterson responded that the Village is not allowed to speak to the contractors until the Village officially rejects all of the bids. Attorney Burkland added that staff will then perform a reanalysis.

Trustee Palermo asked if staff could confer and follow-up with bidders after officially cancelling the invitation to bid and the rejection of all bids. Attorney Burkland responded affirmatively.

Trustee Horvath noted his favor of rejecting all bids and inquired if there would be an additional cost for rebidding the project. Ms. Peterson responded no that it was part of the original agreement with Legat.

Trustee Palermo inquired about the length of time involved. Ms. Peterson responded that after the official rejection of bids, staff will meet with bidders to see what information can be obtained in order to prepare revised plans and specification. As Metra needs to review the revised plans and specification, the time schedule would be dependent on them.

Trustee Palermo requested the Board be given the opportunity to reexamine the scope of the project.

Taking a step by step approach, President Asperger believes rejecting the bids to allow staff the opportunity to confer with the bidders is the first step.

Approved by roll call vote.

Ayes: Trustees Horvath, Palermo, Holder, Langan, and Kuchler

Nays: None

Absent: Trustee Nowak

- B. Resolution (#R-13-02) Authorizing an Agreement with the Illinois Community Choice Aggregation Network for Electricity Aggregation Program Consulting Services: Referred to Trustee Palermo

Trustee Palermo provided background information regarding the process taken whereby voters approved a referendum providing authorization for the Village to develop an electric aggregation program. Adding that concurrence by the Board to seek expert assistance with the technical aspects of the electricity aggregation program, Trustee Palermo explained the qualifications and requirements mandated for a consultant. Staff solicited a request for qualifications and received proposals from four consultants.

Trustee Palermo added that after thorough review staff is recommending approval of an agreement with the Illinois Community Choice Aggregation Network (ICCAN). Providing detailed information about the qualifications and experience

5-C.3

of ICCAN, Trustee Palermo noted that their consulting service is a flat fee of \$10,500 which would be paid by the electricity supplier chosen by the Village after finalization of the contract.

Trustee Palermo stated that Mr. Mark Pruitt of ICCAN is in attendance to answer any question the Board may have.

It was moved by Trustee Palermo to approve the Resolution authorizing an agreement with the Illinois Community Choice Aggregation Network (ICCAN) for consulting services regarding the aggregation of an electricity program, seconded by Trustee Holder.

Addressing Mr. Coryell's concerns, Trustee Palermo requested information related to the remaining three firms that submitted proposals. Ms. Peterson responded that although all of the firms were qualified and experienced in municipal aggregation, the critical component is technical expertise. Ms. Peterson noted review of the proposals was focused on the technical expertise of the consultant to be certain the Village receives the best contract terms for properly managing the program. Ms. Peterson added that differences in pricing structure were also taken into consideration and the flat fee was more cost effective than per kilowatt hour. In addition, Ms. Peterson noted that the recommended consultant does not maintain any compensation-based relationship with any electricity supplier.

Trustee Palermo inquired if there were differences in the speed at which consultants were able to implement comparable programs. Ms. Peterson believes all of the consultants would be able to implement the program in a timely fashion, adding that there did not seem to be any correlation between fees and delivery time.

Trustee Palermo asked if there was discussion regarding options that rates would not exceed those offered by ComEd and Ms. Peterson responded that it is understood to be standard language for the program.

Trustee Palermo inquired if the frequently asked questions could be posted to the Village website and Ms. Peterson responded that they were posted at the beginning of the Village Board Town Meetings in September 2012 and have been updated regularly.

Trustee Langan requested Mr. Pruitt to provide information related to the use of green resources as noted by Ms. Naseef. Mr. Pruitt representative from ICCAN noted his former background with the Illinois Power Agency and presented his thoughts related to renewable energy. Choices in achieving the best price in purchasing energy credits versus renewable energy are options to be considered.

Trustee Langan inquired about the cost. Mr. Pruitt provided variable costs for solar, coal burning, and renewable energy. Mr. Pruitt noted responsibility for

seeking a balance between value and price. Adding that most municipal agreements are for one to three years, Mr. Pruitt explained that renewable energy requires a twenty year commitment. Mr. Pruitt noted recommendation for his clients on behalf of their residents is not to sacrifice price. In addition, residents would be allowed to opt in or out of the program without fees thus providing consumer protection.

In response to Mr. Coryell's comments, Trustee Horvath inquired if the upcoming public hearings are designed to act as a process. Mr. Pruitt responded that public hearings are designed for public comments therefore to clarify process Mr. Pruitt noted his next step would be to prepare a Plan of Governance. As staff has already prepared the draft much of his work has already been completed. Upon approval of ICCAN as consultant, the Plan of Governance will be reviewed by him as soon as possible and relayed to the public for information prior to the upcoming public hearings.

Mr. Pruitt provided details of what would be included in the Plan of Governance which would act as the operating manual. Mr. Pruitt suggested simultaneous solicitation for electricity suppliers and the Plan of Governance discussion and public input at the public hearings. Upon agreement with the electricity supplier and the municipality, Mr. Pruitt noted next steps would be to move into the enrollment process through notification to residents; to ComEd; and possible delivery in March, 2013.

Upon finalization of the Plan of Governance, Trustee Horvath asked if Mr. Pruitt would be in attendance for both public hearings and Mr. Pruitt responded affirmatively.

As auction on electric suppliers bidding prices are only available during business hours, Trustee Palermo inquired about notification to the Board for their approvals. Mr. Pruitt noted that the Village Board would empower staff to approve.

President Asperger thanked Mr. Pruitt for providing thorough and informative information on the process. President Asperger noted the reduction in consulting fees due to staff preparedness.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, and Kuchler

Nays: None

Absent: Trustee Nowak

## 6. MANAGER'S REPORT

None.

5-2.5

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

None

10. ADJOURNMENT

At 8:40 p.m. Trustee Langan moved to adjourn, seconded by Trustee Palermo. Approved by voice vote.

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Elizabeth M. Asperger, Village President

ATTEST:

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Thomas Morsch, Village Clerk

Approved Date:

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5-C.6

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

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

DATE: January 28, 2013

RE: **ORDINANCE – ZONING TEXT AMENDMENT – Amending Subsections 16-102 B & I, Definitions of Building Coverage and Impervious Surface, and Subsections 3-110G10 & 4-110H17 to include in-ground swimming pools in determining lot coverage, and excluding from building coverage.**

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In July 2012, the Zoning Board of Appeals considered an application for variation from maximum building coverage to construct an in-ground swimming pool in the back yard of the property at 850 S. 10<sup>th</sup> Avenue. A building permit could not be issued for this project, because the pool would bring the property in excess of the maximum allowable building coverage.

The property owner felt that this was a unique situation and applied for a variation from building coverage. This property is in the R-2 Single Family Residential, which has a maximum allowable building coverage of 25%, while most other single family districts in the Village have an allowable coverage of 30%. The application for variation received a negative recommendation from the Zoning Board. Members of the Zoning Board voting to deny the application felt that the proposal did not meet the standards for variation.

At the Village Board meeting, Trustees stated that there appeared to be enough room on the property for a pool, but they were not comfortable granting a variation with a split vote from the Zoning Board and did not believe that the pool satisfied the criteria for a variation. It was suggested that, if, through a public hearing process, the Plan Commission found it appropriate to change the way pools have traditionally been regulated, a more appropriate remedy would be a text amendment to the Zoning Code.

Following the Village Board's recommendation, Staff and the Village Attorney reviewed the current zoning regulations regarding swimming pools and examined several options for amendments to allow an in-ground swimming pool on the subject property. Options included: establishing different criteria for variations for swimming pools, increasing building coverage in the R-2 district, using the administrative adjustment process to examine swimming pools on a case-by-case basis, and adjusting the definition of building coverage.

6-A

Upon analysis, staff felt that the most appropriate way to amend the Code would be to revise the definition of building coverage so that in-ground swimming pools would *not* be included. As currently written, the Zoning Code definition of *Building Coverage* includes “*the percentage of a lot’s area covered, whether at grade or above grade, by any portion of a building or structure...*” The Code does not specifically state that an in-ground swimming pool would be included in building coverage calculations. However, although an in-ground swimming pool is technically at or below grade, the Village has consistently and historically interpreted it to count towards the building coverage calculations, because it is a permanent structure.

Analysis suggested that some other limitation to control swimming pool size may well be appropriate. Staff felt that the new lot coverage (impervious surface) provision that was added to the Zoning Code in 2007 would be a more appropriate standard to regulate pools than the current practice of using building coverage. Swimming pools are technically impervious – “*the ground is incapable of being penetrated by water.*” This would require an amendment to the definition of *impervious surface* to include in-ground swimming pools in the calculations for lot coverage. With the proposed amendments, construction of the pool at 850 S. 10<sup>th</sup> Avenue would be permitted. Upon this recommendation, the owner of the property submitted an application for a text amendment to the Zoning Code.

On December 11, 2012, the Plan Commission held a public hearing on this matter (see Findings of Fact). Plan Commissioners voted unanimously, with one Commissioner absent, to recommend that the Board of Trustees approve the text amendment as recommended by Staff.

Staff concurs with the Plan Commission and recommends approval of “An Ordinance Amending Subsections 16-102 B and I and Subsections 3-110G10 and 4-110H17 of the La Grange Zoning Code Related to Building Coverage and Lot Coverage” in the form attached to this report.

6-A.1

VILLAGE OF LA GRANGE

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

AN ORDINANCE AMENDING SUBSECTIONS 16-102B AND I,  
AND SUBSECTIONS 3-110G10 AND 4-110H17  
OF THE LA GRANGE ZONING CODE  
RELATED TO BUILDING COVERAGE AND LOT COVERAGE

WHEREAS, the Village Staff believes it is appropriate to amend various subsections of the La Grange Zoning Code in the manner provided in this Ordinance to adjust the applicability of the standards for maximum lot coverage and maximum building coverage in the single family residential zoning districts; and

WHEREAS, the La Grange Plan Commission conducted a public hearing on December 10, 2012, to consider the proposed amendments and, after the conclusion of the public hearing, the Plan Commission determined that the proposed amendment meets the standards stated in the Zoning Code for amendments of general applicability, and the Plan Commission unanimously recommended that the Board of Trustees approve the amendment; and

WHEREAS, the President and Board of Trustees have determined that the amendments in the form provided in this Ordinance satisfy the standards applicable to those amendments in Section 14-605 of the Zoning Code;

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

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

Section 2. Amendment of Definitions of "Building Coverage" and "Impervious Surface". The Board of Trustees, pursuant to the authority vested in it by State law and Article XIV, Part VI of the La Grange Zoning Code, hereby amends Zoning Code Subsections 16-102B, I, and L of Section 16-102, titled "Definitions," in their entirety to read as follows:

Building Coverage. The percentage of a lot's area covered, whether at grade or above or below grade, by any portion of a building or structure, including without limitation porches, except the following: (a) The only portions of eaves on a single family detached dwelling that are included in the calculation of building coverage are those portions that extend within three feet of any lot line; (b) a swimming pool built entirely at and below grade is not included in the calculation of building coverage; and (c) a deck is not included in the calculation of building coverage. See also Subsection 16-102I for the definition of "Impervious Surface," Subsection 16-102L for the definition of "Lot Coverage," and Subsection 16-102D for the definition of "Deck."

6-A, 2

\* \* \*

Impervious Surface. Any material covering the ground that is incapable of being penetrated by water or the ground itself if it has been made impervious due to compaction or other manmade condition regardless of the material placed on that ground. "Impervious surface" includes houses, garages, sheds, and other buildings; decks and patios; sidewalks, driveways, and other paved areas; compacted gravel or similar materials; and similar areas that are constructed or otherwise created in a manner that causes water runoff rather than allowing water to run into the ground. "Impervious surface" includes all in-ground swimming pools and any related aprons constructed with impervious materials and those above-ground swimming pools that are, because of their size, method of installation, installation of decking or other accessories, or other features, not readily removable during off-season months and remain in place year-round. "Impervious Surface" does not include (a) ponds or other water bodies with natural bottoms, or (b) wooden planked decks with spacing between the planks and permeable ground beneath the deck, or (c) patios or other areas constructed of permeable materials with permeable ground beneath the area. The determination whether a particular material or area is impervious or permeable shall be made by the Village Engineer or Director of Community Development. See also Subsection 16-102B for the definition of "Building Coverage" and Subsection 16-102L for the definition of "Lot Coverage."

Section 3. Amendment of Subsections 3-110G10 and 4-110H17. The Board of Trustees, pursuant to the authority vested in it by State law and Article XIV, Part VI of the La Grange Zoning Code, hereby amends Zoning Code Subsections 3-110G10 and 4-100H17 in their entirety to read as follows:

3-110 BULK, YARD, AND SPACE REQUIREMENTS

\* \* \*

G. Exceptions and Explanatory Notes.

- 10. Exceptions for Swimming Pools and Decks. Coverage by a deck or a swimming pool built entirely at and below grade is not included in the calculation of building coverage. See Subsection 16-102B, definition of "Building Coverage" for an exception from the Maximum Building Coverage requirement for swimming pools and decks. A swimming pool is included in the calculation of Lot Coverage, and a deck also may be included in that calculation—see Subsection 16-102L for the definition of "Lot Coverage" and Subsection 16-102I for the definition of "Impervious Surface."

\* \* \*

4-110 BULK, YARD, AND SPACE REQUIREMENTS

\* \* \*

H. Exceptions and Explanatory Notes.

- 10. Exceptions for Swimming Pools and Decks. Coverage by a deck or a swimming pool built entirely at and below grade is not included in the

6-A.3

calculation of building coverage. See Subsection 16-102B, definition of "Building Coverage, "for an exception from the Maximum Building Coverage requirement for swimming pools and decks. A swimming pool is included in the calculation of Lot Coverage, and a deck also may be included in that calculation—see Subsection 16-102L for the definition of "Lot Coverage" and Subsection 16-102I for the definition of "Impervious Surface."

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2013.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

6-A.4

**FINDINGS OF FACT**

**PLAN COMMISSION**

**OF THE VILLAGE OF LA GRANGE**

President Asperger and  
Board of Trustees

December 11, 2012

**RE: PLAN COMMISSION CASE #207 Amendment to the text of the Zoning Code definition of Building Coverage and Impervious Surface and certain other sections in the Zoning Code to include in-ground swimming pools in determining the amount of lot coverage, but not in building coverage, 850 S. 10<sup>th</sup> Avenue.**

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange on a text amendment to the Zoning Code to include in-ground swimming pools in determining the amount of lot coverage but not in building coverage on application by property owner of 850 S. 10<sup>th</sup> Avenue.

**I. THE APPLICATION**

The Applicant seeks to amend the Zoning Code in order to construction an in-ground swimming pool in the backyard of her property at 850 S. 10<sup>th</sup> Avenue.

**II. THE PUBLIC HEARING**

After due notice given in accordance with law, the Plan Commission held a public hearing on December 11, 2012, in the La Grange Village Hall Auditorium. Present were Commissioners Paice, Reich, Stewart, Williams and Weyrauch, with Chairman Kardatzke presiding. Also present were Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros, Village Attorney Betsy Gates and Village Trustee Liaison Mark Langan.

Ms. Mesaros presented an overview of the application including the application for variation and the recommendations from the Zoning Board of Appeals and the Village Board as well as Staff and Village Attorney review of the zoning regulations regarding swimming pools and our suggestions for an amendment to the Code.

Chairman Kardatzke swore in Petitioner Philip Fornaro, Attorney for the Petitioner; Gregory Hoover, Expert Swimming Pools Contractor, and Dajana Spasojevic, owner of the property at 850 S. 10<sup>th</sup> Avenue, who presented the application and answered questions from the Commissioners:

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- Mr. Fornaro stated that he agrees with the recommendation of Staff to change the definitions of lot coverage and building coverage so that in-ground swimming pools are included in lot coverage and not building coverage as is currently the practice.
- He stated that swimming pools should be treated in the same manner as other recreational facilities.
- Mr. Fornaro stated that the definition of building coverage is currently unclear, but in-ground swimming pools have been included in building coverage as practice.
- Mr. Hoover stated that he has designed the in-ground swimming pool on the property at 850 S. 10<sup>th</sup> so that it would meet the required setbacks and screening. The pool is a one piece construction, made of fiberglass. It is described by the Petitioner as a boat in reverse and it is impervious. The apron of the pool would be concrete that is four inches thick as currently proposed.

Chairman Kardatzke solicited questions and comments from the Audience:

- There were no questions or comments from the Audience.

Chairman Kardatzke solicited questions from the Commissioners:

- Commissioner Weyrauch asked if we would differentiate between above ground and below ground swimming pools in our regulations. Answer: Yes. Above ground pools will still be considered building coverage whereas below ground would not.
- Commissioner Williams asked what the building coverage would be with the proposed in-ground swimming pool at 850 S. 10<sup>th</sup>, the subject property. Answer: Approximately 30% which is equal to the maximum allowable in the R-3, R-4 and R-5 Single Family Districts.
- Chairman Kardatzke asked why the maximum building coverage in R-2 Single Family District in which the subject property is located is 25% rather than 30%. Mr. Benjamin stated that this area was annexed later and the lower building coverage was in keeping with the character of the area. It helps preserve additional green space in that area.
- Commissioner Reich stated that he is concerned with the impervious area of the lot at 850 S. 10<sup>th</sup> Avenue, and the paving that is already there and where the pool would be located. He questioned whether they would continue to use the stone patio. Answer: They would have to use pervious surface around the pool in order to meet the lot

6-A.6

coverage requirements. Staff would review the plans prior to issuing a building permit to make sure that it is not.

- Commissioner Weyrauch asked about the drainage system, and whether or not it was put in with the previous building permit. Answer: The applicant is not sure; she was not the owner of the property at the time. Village Attorney Betsy Gates stated that a wood plank deck and/or permeable pavers would need to be used if they did exceed the lot coverage requirements and that Staff would review that prior to issuing a building permit.
- Commissioner Reich asked about the inclusion of tennis courts and other recreational facilities in building coverage. Attorney Betsy Gates stated that this has more to do with how the Village has previously interpreted swimming pools and that the interpretation would not change with other recreational facilities.
- Chairperson Kardatzke asked if this would be subject to impermeable surface calculations. Answer: Yes. Staff and the Village Engineer would review the lot coverage and drainage.
- Commissioner Reich asked about draining the swimming pool. Answer: No, it would remain full at all times; it has a special filtration system in place.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Weyrauch, that the Plan Commission recommend to the Village Board approval of the text amendment to the definition of building coverage and amendments to exceptions and explanatory notes by adding in-ground swimming pools as an exception for building coverage as submitted with PC Case #207 as outlined in the Staff Report dated December 11, 2012.

Motion to APPROVE Carried by a roll call vote (6/0/1):

AYE Paice, Reich, Stewart, Weyrauch, Williams and Chairman Kardatzke.  
NAY: None.  
ABSENT: Pierson.

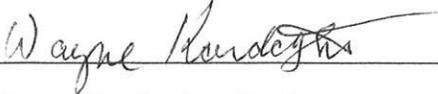
BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees granting an amendment to the text in order to amend the definition of building coverage and impervious surface to include in-ground swimming pools in determining the amount of lot coverage but not in building coverage.

Respectfully Submitted,

6-A.7

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

  
\_\_\_\_\_

Wayne Kardatzke, Chairman

6-A.8

## STAFF REPORT

PC Case #207

TO: Plan Commission

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

DATE: December 11, 2012

RE: **ZONING TEXT AMENDMENT –Subsections 16-102 B & I, Definitions of Building Coverage and Impervious Surface, and Subsections 3-110G10 & 4-110H17 to include in-ground swimming pools in determining lot coverage, and excluding from building coverage.**

---

### **I. BACKGROUND:**

The owner of the property at 850 S. 10<sup>th</sup> Avenue applied to construct an in-ground swimming pool in the back yard of her property. A building permit could not be issued for this project, because the pool would bring the house in excess of the maximum allowable building coverage. This property is in the R-2 Single Family Residential, which has a building coverage of 25%, while most other properties in the Village have a maximum of 30%. The property owner felt that this was a unique situation and applied for a variation from building coverage.

The application received a negative recommendation from the Zoning Board of Appeals. Members of the Zoning Board voting to deny the application felt that the proposal did not meet the standards for variation; they also stated that it was not within their authority to recommend that the building coverage be less restrictive for the R-2 district. At the Village Board meeting, Trustees stated that there appeared to be enough room on the property for a pool, but they were not comfortable granting a variation with a split vote from the ZBA and did not believe that the pool satisfied the criteria for a variation. It was suggested that, if the Plan Commission thought it was appropriate to change the way pools have traditionally been regulated, a more appropriate remedy would be a text amendment to the Zoning Code.

Following the Village Board's recommendation, Staff and the Village Attorney reviewed the current zoning regulations regarding swimming pools and examined several options for amendments to allow an in-ground swimming pool on the subject property. We determined that the most appropriate way to amend the Code would be to revise the regulations so that in-ground swimming pools were not included in building coverage, and to further amend the definition so they would be included in determining the amount of lot coverage (impervious surface). This would allow construction of the pool at 850 S. 10<sup>th</sup> Avenue. Upon this recommendation, the owner of the property has submitted an application for a text amendment to the Zoning Code.

6-A.9

## II. PROPOSED AMENDMENT:

Property owner at 850 S. 10<sup>th</sup> Avenue has applied for an amendment to the text of the Zoning Code to revise the definitions of “Building Coverage” and “Impervious Surface” and any other Subsections of the Code related to building and lot coverage of in-ground swimming pools in order to include in-ground swimming pools in determining the amount of lot coverage, but not in determining the amount of building coverage.

### Current provisions

As currently written, the Zoning Code definition of *Building Coverage* states: “*the percentage of a lot’s area covered, whether at grade or above grade, by any portion of a building or structure...*” The Code currently does not directly state that an in-ground swimming pool would be included in building coverage calculations. Although an in-ground swimming pool is technically at or below grade, the Village has consistently and historically interpreted it to count towards the building coverage calculations, because it is a permanent structure. However, swimming pools are defined as “residential recreational facilities,” which includes permanent structures such as basketball and tennis courts that are not counted in building coverage calculations. In addition, other permanent structures “*at or below grade*” such as stairs leading to lower levels, stoops, decks and window wells are also not counted towards building coverage. It is likely that staff has utilized building coverage for in-ground swimming pools to have some kind of control over the size of pools in the absence of a provision for lot coverage.

In 2007, the Village amended the Code to include a new definition and standard for *Lot Coverage* in the single family residential districts: “*The percentage of a lot’s area that is covered by any building, structure, or impervious surface, other than public sidewalks.*” The definition of “*Impervious Surface,*” specifically does not include “*the surface area of the water of a swimming pool or other water bodies.*” Staff reviewed the standards for in-ground swimming pools, and we believe that the new lot coverage provision would be a more appropriate standard to regulate pools than the current practice of using building coverage.

### Code Comparison

As part of this review, we examined regulations from several area municipalities for comparison. The surrounding communities were split almost 50-50 on whether they included in-ground swimming pools in calculations for building coverage and/or lot coverage (impervious surface) calculations with a slight tendency towards lot coverage instead of building coverage. (See attached table titled “Swimming Pools, Code Comparison”).

6-A.10

### Proposed Amendments

The petitioner believes that swimming pools should be considered in the same category as other permanent structures that are “*at or below grade*” and not included in the building coverage calculations. If the Commissioners agree, the Zoning Code would need to be revised to specifically state that in-ground swimming pools not be included in the calculation for building coverage. In addition, Staff believes that some limitations on pool size are important and therefore, Staff proposes that the Zoning Code should further be amended to include in-ground swimming pools in determining the amount of lot coverage (impervious surface).

In order to include in-ground swimming pools in the impervious surface calculations but exclude them from the building coverage calculations, the definitions for *Building Coverage* and *Impervious Surface* would need to be amended as well as other Subsections that refer to building coverage exceptions in the residential districts.

(See Attached “*Ordinance Amending Subsections...Related to Building Coverage and Lot Coverage.*”)

### **III. AMENDMENT CRITERIA:**

*The wisdom of amending the text of this Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment be made. In determining whether that principle is satisfied in any particular case, the Board of Trustees should weigh data required in 14-101E and among other factors, the following standards as they may be relevant to a particular application:*

As set forth in Section 14-605 of the Zoning Code, the standards applicable to an amendment of general applicability (rather than a specific parcel of property) are as follows:

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

One of the purposes of the building coverage standard in the Zoning Code is to control “bulk.” According to the petitioner, an in-ground swimming pool would not affect the appearance of bulk. In addition, the purpose of establishing the lot coverage standard was to control storm water runoff, and swimming pools are

6-A.11

technically impervious – “the ground is incapable of being penetrated by water.” The petitioner believes that the proposed amendments would be consistent with the purposes of the Code.

Therefore, in cases where there is adequate space on the property to comply with the minimum setback requirements of 10 feet from all lot lines required for recreational facilities and the property owner would provide the required screening of a height of 6 feet around the perimeter of the property, and the swimming pool would meet the requirement for lot (impervious surface) coverage, the petitioner believes that in-ground pools would fit with the context of the area.

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

The proposed amendments would codify and clarify the standards for calculating coverage of in-ground swimming pools for building and lot coverage. Currently the Code does not specifically refer to swimming pools in its definition of building coverage. This amendment would allow pools on properties on which there is adequate space to meet setbacks.

#### IV. RECOMMENDATION:

If the Plan Commission finds it appropriate, Staff recommends that (1) Subsection 16-102 B, “Building Coverage”, of the Zoning Code be amended by adding, “a swimming pool built entirely at and below grade is not included in the calculation of building coverage,” (2) Subsection 16-102 I, “Impervious Surface,” of the Zoning Code be amended by adding “includes all in-ground swimming pools and any related aprons constructed with impervious materials and those above-ground swimming pools that are...not readily removable,” (3) Subsection 3-110G10 & 4-110H17 “Exceptions and Explanatory Notes,” add in-ground swimming pools as an exception for building coverage. If the Plan Commission agrees, the Village Attorney and staff will forward ordinance language to the Village Board for consideration.

6-A.12

- B. When used in this Code, the following terms shall have the meanings herein ascribed to them:

BASEMENT. A portion of a structure located partly underground but having less than half its clear floor to ceiling height over more than half of its floor area below grade.

BERM. A hill or contour of land that acts as a visual barrier between a lot and adjacent properties, alleys, or streets.

BLOCK. A tract of land bounded by streets or by a combination of streets, public lands, railroad rights-of-way, waterways, or boundary lines of the Village.

BOARD OF APPEALS. The Zoning Board of Appeals of the Village. See Section 13-102 of this Code.

BOARD OF TRUSTEES. The President and the Board of Trustees of the Village of LaGrange.

BUFFERING. Any means of protecting a parcel from the visual or auditory effects of an adjacent use. Buffering may include, but is not limited to, berming, fencing, landscaping, setbacks, or open spaces.

BUILDING. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property.

BUILDING, ACCESSORY. See Section 9-101 of this Code.

BUILDING CODE. The Building Code of the Village of LaGrange.

BUILDING COVERAGE. The percentage of a lot's area covered, whether at grade or above grade, by any portion of a building or structure, including without limitation porches; provided, however, that the only portion of any eaves on a single family detached dwelling that shall be included in the calculation of building coverage are those portions of eaves that extend within three feet of any lot line. See also Subsection 16-102L, "Lot Coverage," of this Section.

line, which intersect with each other to form an interior angle of less than [135] degrees.

LOT COVERAGE. The percentage of a lot's area that is covered by any building, structure, or impervious surface, other than public sidewalks. The calculation of lot coverage shall not include (a) 50 percent of the square footage of a detached garage located entirely within the rear 50 percent of a zoning lot in the R-3 District, R-4 District, R-5 District, or R-6 District up to a maximum exclusion of 330 square feet, or (b) 450 square feet of a driveway from the front lot line to a detached garage that is located entirely within the rear 50 percent of a zoning lot in the R-3 District, R-4 District, R-5 District, or R-6 District, or (c) the first 160 square feet of a one-story open front porch in the R-3 District, R-4 District, R-5 District, or R-6 District on the condition that a permanent, binding declaration of restriction is recorded against the subject property providing that the open front porch shall never be enclosed with screens, walls, or any other form of partition. See Subsection 16-102I of this Section for the definition of "Impervious Surface." See also Subsection 16-102B of this Section for the definition of "Building Coverage."

LOT DEPTH. The mean horizontal distance between the front and rear lot lines.

LOT, INTERIOR. A lot other than a corner lot.

LOT LINES. The property lines bounding a lot; provided, however, that when a lot includes land subject to a public right-of-way easement for street purposes, the line separating such right-of-way from the rest of the lot shall be deemed to be the lot line.

LOT LINE, CORNER SIDE. Any street line of a corner lot other than its front lot line.

LOT LINE, FRONT. In the case of an interior lot abutting upon only one street, the line separating such lot from such public right-of-way; in the case of a through lot, each line separating such lot from a public right-of-way shall be considered a front lot line; in the case of a corner lot, the shorter lot line separating such lot from a public right-of-way shall be considered to be the front lot line.

6-A.14

meanings herein ascribed to them:

Zoning Code  
Usage and Definitions 16-102

IDENTIFICATION SIGN. See Section 11-105 of this Code.

IMPERVIOUS SURFACE. Material covering the ground that is incapable of being penetrated by water. "Impervious surface" includes houses, garages, sheds, and other buildings; decks and patios; sidewalks, driveways, and other paved areas; compacted gravel; and similar areas that are constructed or otherwise created in a manner that causes water runoff rather than allowing water to run into the ground. "Impervious surface" may include an area where the ground has been made impervious due to compaction or other manmade condition, regardless of the material placed on that ground. "Impervious surface" does not include (1) the surface area of the water of a swimming pool or other water bodies, or (2) wooden planked decks with spacing between the planks and permeable ground beneath the deck, or (3) patios or other areas constructed of permeable materials with permeable ground beneath the area. The determination whether a particular material or area is impervious or permeable shall be made by the Village Engineer or Director of Community Development. See Subsection 160-102L of this Section for the definition of "Lot Coverage."

IMPROVEMENT OR FACILITY, PUBLIC. A sanitary sewer, storm sewer, drainage appurtenance, water main, roadway, parkway, sidewalk, planting strip, or other facility for which the Village or any other government agency may assume maintenance or operational responsibility.

INSTITUTIONAL BUILDING. Any building the principal use of which is an institutional use.

INSTITUTIONAL USE OR PURPOSE. Any use permitted in the Institutional Buildings District.

INTEGRATED CENTER. A grouping of compatible uses on a single zoning lot, such uses being in either single ownership or under unified control.

INTERPRETATION. See Section 14-301 and Article XV, Part II, of this Code.

Swimming Pools  
Code Comparison

December 2012

Municipality	Included in Building Coverage?	Count towards "Impervious Surface"
La Grange (current)	Yes	No
La Grange (Proposed)	No	Yes

Hillside	Yes	No
LG Park	No	Yes
Maywood	Yes	Yes
Norridge	No	No
North Riverside	No	No
River Forest	No	Yes
River Grove	No	No
Villa Park	Yes	Yes
Westchester	Yes	Yes
Western Springs	No	Yes
Winnetka	Yes	Yes

Total	Yes - 5 No - 6	Yes - 7 No - 4
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6-A.16



# KABAL SURVEYING COMPANY

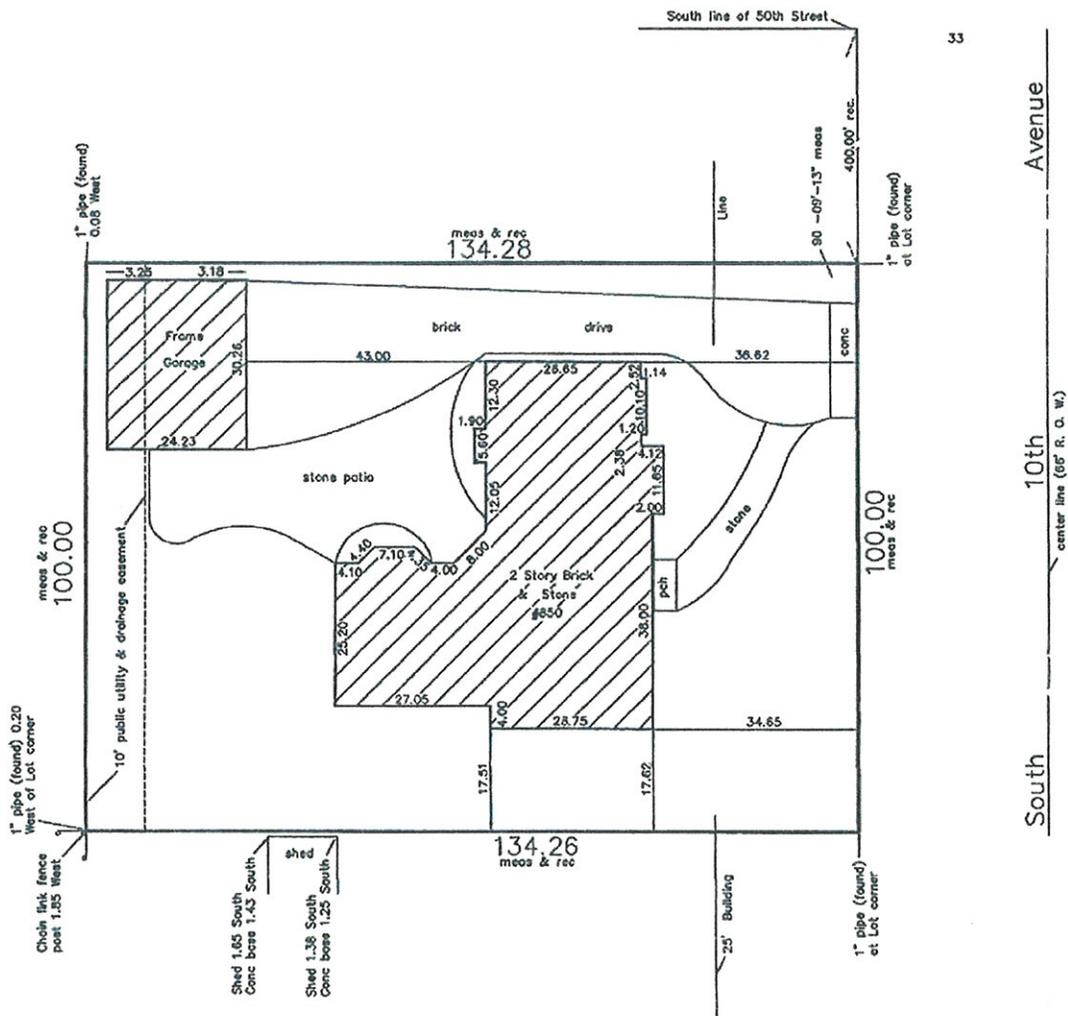
Land Surveying Services

## Plat of Survey

2411 Hawthorne Avenue  
Westchester, Illinois 60154  
(708) 582-2652  
Fax (708) 582-7314  
Registration No. 184-003051

Lot 5 in Block 5 in Leitchmoor Subdivision of the South half of the East half of the Southeast quarter of Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 850 South 10th Avenue, LaGrange



### LEGEND

conc = concrete  
R.O.W. = right-of-way  
rec = record, N = North  
meas = measured  
pch = porch, rad = radius

Area of property is approximately 13,425 square feet

"X" in box indicates that hereon drawn plat was ordered as a non-monumented survey

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed October 16, 20 12  
Building Located October 16, 20 12

Scale: 1 inch = <u>20</u> ft.
Order No. <u>120802</u>
Ordered By: <u>Philip M. Fomaro, Attorney</u>



ORIGINAL SEAL IN RED

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS } ss  
COUNTY OF COOK }

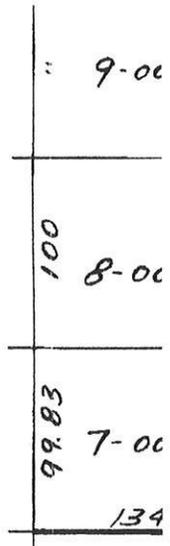
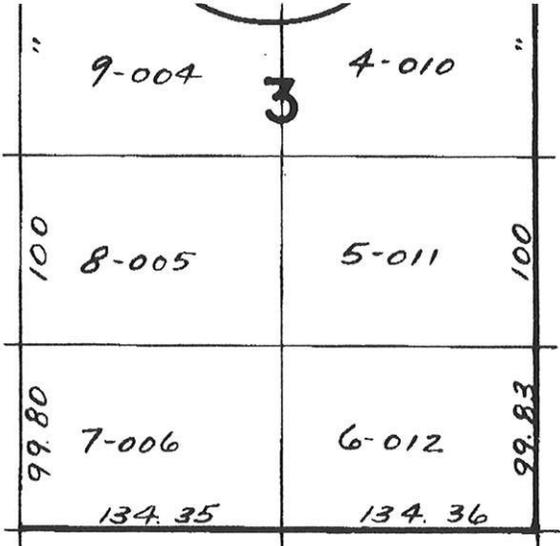
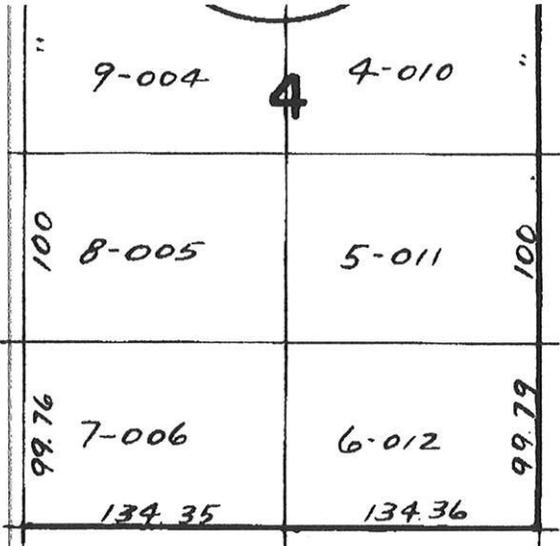
I, STEPHEN J. BALEX, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

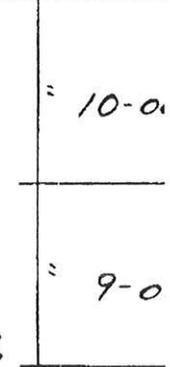
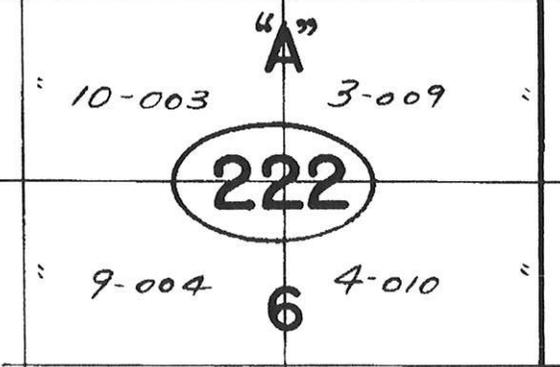
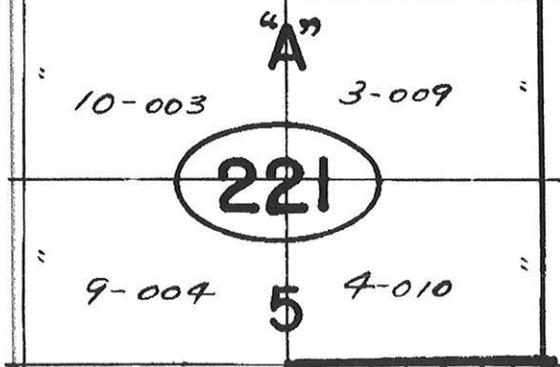
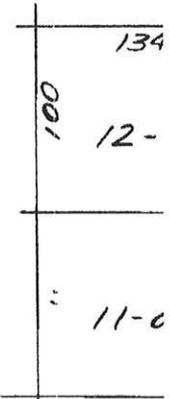
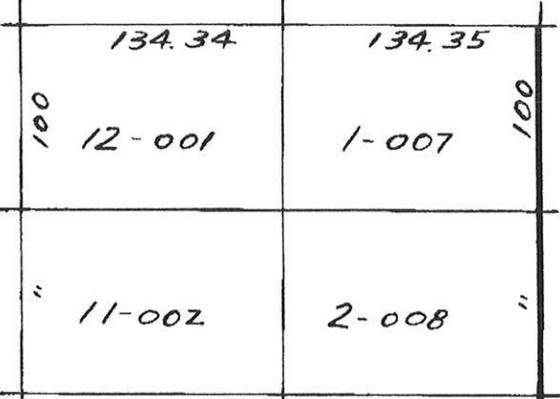
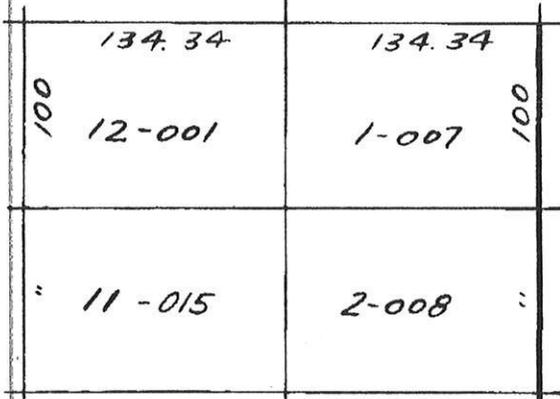
Stephen J. Balex  
Illinois Professional Land Surveyor No. 035-001712  
My license expires on November 30, 2012

6-14.17

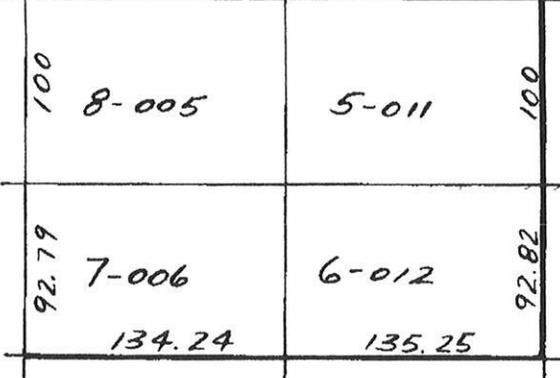
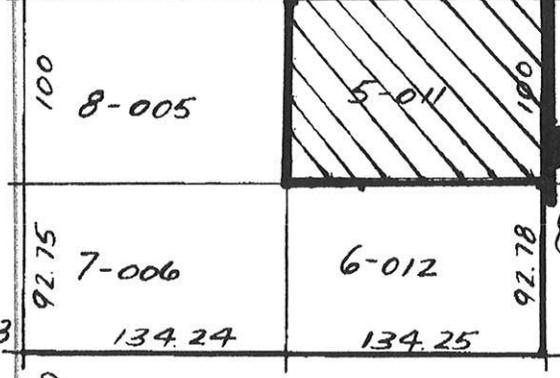




66 **50th**



**9th**



**11th**



**10th**  
850 S. 10th

40 **51st**

6-A.19

APPLICATION FOR AMENDMENTS

Application # 207

Date Filed: 11-14-12

UARCO NO. 93845

TO THE PRESIDENT AND BOARD OF TRUSTEES

VILLAGE OF LAGRANGE, ILLINOIS

(please type or print)

Application is hereby made by DAJANA SPASOJEVIC

ADDRESS: 850 S. 10<sup>th</sup> Avenue, LaGrange, IL PHONE NO.: (708) 255-1080

Owner of Property located at:

Permanent Real Estate Index No: 18-09-221-011

as set forth by plat of survey attached hereto.

(1) REZONING FROM Remain R2 TO \_\_\_\_\_

(2) AMENDMENT (other than rezoning) OF THE ZONING ORDINANCE, as follows:

(Indicate Article, Section, etc. where applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(3) PURPOSE of rezoning/amendment: To amend the zoning code to reflect that for purposes of determining whether an inground pool meetings the Bulk Requirements (Section 3-110) of the Code. The maximum lot coverage (3-110 F) rather than maximum building coverage shall apply. A pool would be considered as impervious surface and count toward lot coverage. Such a change would allow for the Applicant to locate her pool on the Property.

STANDARDS: The petitioner should state reasons and submit any pertinent evidence to support the following factors:

(1). The consistency of the proposed amendment with the purposes of this code.

The amendment will clarify the appropriate Bulk Requirement standard to be applied when determining whether a proposed in ground pool would be allowed at a particular location.

6-A.20

(2) Community needs for proposed use. The community need for the proposed amendment and the uses and development it would allow.

To clarify for LaGrange residents, the proper Bulk Standard Requirement for inground pools within the R2 District.

(3) The following standards related to a particular property:

(a) Existing Uses and Zoning. The existing uses and zoning classifications of properties in the vicinity of the subject property. Subject Property is a single family home in the R2 District. Inground pools are an allowable use within the R2 District.

(b) Trend of Development. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present plan designation or zoning classification.

The proposed text amendment does not seek to alter the present plan rather it seeks to clarify the Bulk Requirements as applied to inground pools.

(c) Adverse Impact on Subject Property Value. The extent to which the value of the subject property is diminished by the existing plan designation or zoning classification applicable to it.

Applying section 3-110(E) rather than section 3-110 (F) would deny an owner of the subject property from using said property in a manner contemplated by the Village and would ultimately decrease the value of the property.

(d) Presence or Absence of Offsetting Public Benefit. The extent to which such diminution in value is offset by an increase in the public health, safety, and welfare.

There is no offsetting benefit to public health, safety, or welfare by not allowing a pool in this district.

(e) Suitability for Use as Currently Zoned. The suitability of the subject property for uses permitted or permissible under its present plan designation and zoning classification.

An inground pool is an allowable use, the proposed text amendment would further the intent of the code and provide much needed clarity as it relates to inground pools.

(f) Lack of Development as Zoned. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

N/A

NOTICE: This application must be filed with the office of the Community Development Director, accompanied by necessary data called for above and the required filing fee escrow a minimum of thirty days in advance of the public hearing date.

6-A.21

The escrow for the application is \$1,500.00. Should the funds in escrow fall below \$300 the Village will request that the applicant replenish the escrow funds prior to further processing of said application.

The above filing fee and escrow shall be payable at the time of the filing of such request. Any funds remaining in escrow will be returned to the applicant after the Village Board approval and all staff and consultant work is completed.

I, the undersigned, do hereby certify that I am the owner or contract purchaser (evidence of title or other interest you have in the subject property, date of acquisition of such interest and the specific nature of such interest must be submitted with application) and do hereby certify that the above statements are true and correct to the best of my knowledge. I also acknowledge that Village staff will prepare a report with a recommendation to the Plan Commission prior to my hearing. I understand that this report will be available for my viewing the Friday prior to my hearing and it is my responsibility to contact the Village to view this report or obtain a copy.

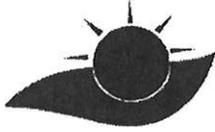
Dajana Spasojevic  
Dajana Spasojevic, 850 S. 10<sup>th</sup> Ave., LaGrange, IL 60525

SUBSCRIBED and SWORN to before  
me this 14<sup>th</sup> day of November 2012.

Mary Ann Bryk  
NOTARY PUBLIC



6-A.22



**Expert Pool Builders**  
13314 Crane Ridge Dr.  
Fenton, MI 48430

Ph. 810-516-8225 • 312-515-4172

JOB SPASOJEVIC Residence

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_

CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE \_\_\_\_\_

