

Village of La Grange



**PUBLIC HEARING
AND
VILLAGE BOARD MEETING**

MONDAY, FEBRUARY 11, 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, February 11, 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.*
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. Award of Contract – FY 2012-13 Sewer Televising Program
 - B. Material Purchase – Spring Flower Planting Program
 - C. Consolidated Voucher 130211

- D. Minutes of the Village of La Grange Public Hearing Electric Aggregation and Board of Trustees Regular Meeting, Monday, January 28, 2013

6. CURRENT BUSINESS

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

- A. Resolution – Direction to Staff and Plan Commission Regarding Study of Zoning Standards for Medical Marijuana Distribution Facilities: *Referred to President Asperger*
- B. Ordinance – Variation – Maximum Building Coverage / Deirdre Brown, 233 S. Ashland Avenue: *Referred to Trustee Nowak*
- C. Ordinance – Subdivision of Lots – Gordon Park, Park District of La Grange and Village of La Grange: *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

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: February 11, 2013

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

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 of the two public hearings was held on Monday, January 28, 2013. The second public hearing is scheduled for this evening 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 is what we understood the Village Board's principal objective to be in pursuing this initiative. Consequently, 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.

At the conclusion of tonight's 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. Mr. Pruitt will help to identify the key decision points for the Village Board and will, if asked, offer his opinion and knowledge of what other municipalities have enacted and/or a recommendation. We also note for the Village Board that there seemed to be some interest in purchasing some additional measure of renewable energy / energy credit.

The working draft of the plan will subsequently 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.

As recommended by the consultant, the initial phase of the Request for Qualifications process has commenced. Therefore, 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

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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.

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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

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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.

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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:

- 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.

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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);

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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.

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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

2.18

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

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 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.

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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

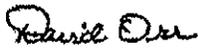
The Cook County Clerk, having completed a canvass of all votes cast for Village of La Grange, Electrical Aggregation, hereby certifies the following vote totals:

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

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
			YES	NO	YES	NO	
Lyons	10,216	8,109	4,733	2,515	2,515	7,248	
Suburban Cook County Total	10,216	8,109	4,733	2,515	2,515	7,248	

Precinct - Village of La Grange, Electrical Aggregation

Precinct	Registered Voters	Ballots Cast	YES		NO		Total Votes
			YES	NO	YES	NO	
Lyons 7	825	572	292	212	212	504	
Lyons 9	886	707	434	200	200	634	
Lyons 10	732	542	290	207	207	497	
Lyons 11	596	476	292	137	137	429	
Lyons 14	1,016	833	508	244	244	752	
Lyons 15	937	750	446	238	238	684	
Lyons 18	1,233	1,005	608	302	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

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OMNIBUS VOTE

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Ryan Gillingham, Director of Public Works

DATE: February 11, 2013

RE: **AWARD OF CONTRACT – FY2012-13 SEWER TELEVISIONING PROGRAM**

The Village owns and maintains approximately 360,000 lineal feet of sanitary, storm and combined sewers. Their proper operation is critically important to maintaining public health and for purposes of storm water management. The Village has budgeted a total of \$60,000 annually (\$25,000 within the Capital Projects Fund and \$35,000 within the Sewer Fund) to conduct the cleaning and televising of our sewer system infrastructure. The purpose of the sewer televising and cleaning program is to maintain the Village's sewer system by removing debris from within the sewers, assessing the condition of the pipes, and identifying areas that require immediate repair. The information collected from the televising is then used to aid in future infrastructure planning and mapping objectives. Generally, this program focuses on televising sewers on streets in advance of resurfacing or other reconstruction projects.

The Village contracted with Baxter & Woodman, Inc. to prepare bidding documents and provide bidding assistance for the FY2012-13 Sewer Televising Program. The areas to be included in the program are as follows:

Sewers To Be Televised
Cossitt Avenue Under IHB Railroad
Edgewood Lateral Televising
Maple Avenue – Bluff Avenue to 8 th Avenue
FY2013-14 Roadway Program
FY2015-16 Roadway Program
Sanitary and Storm Sewer - Drexel Avenue to Salt Creek
Tilden Avenue, Shawmut Avenue, Locust Avenue
N. Waiola between Bell and Dead End
N. Peck between Ogden and 41st
Hillgrove Avenue – Brainard to La Grange Road

The televised inspection work is performed from manhole to manhole. There is no excavation and no direct impact on the public. The only impact on Village residents will be reduced speed through work zones and, on a very small scale, limited and temporary individual access should a manhole be located in front of a driveway.

On January 2, 2013 the Village advertised that bids would be received for the FY2012-13 Sewer Televising Program. Bids were requested from five contractors known to be capable of performing this type of work. The bid opening was held on January 23, 2013 with the following results:

Summary of Bid Results		
	Contractor	Bid Amount
1	United Septic, Inc. / Bristol, IL	\$28,358.25
2	Visu-Sewer of Illinois / Bridgview, IL	\$32,938.40
3	CTR Systems, Inc. / Glenview, IL	\$42,987.10
4	National Power Rodding Corp. / Chicago, IL	\$43,836.80

The low bid was submitted by United Septic, Inc. in the amount of \$28,358.25, which is lower than the budgeted amount. A detailed breakdown of the bids is attached to this report for reference. United Septic, Inc. has performed satisfactorily in the past for the Village. If approved, work is expected to begin in February and should be completed by the end of March.

The project budget for the FY2012-13 Sewer Televising Program is as follows:

FY2012-13 Sewer Televising Program	FY2012-13 BUDGET
Expenses	
Engineering & Contract Administration – Baxter & Woodman	7,000.00
Sewer Televising - United Septic	28,358.25
Engineering – Review of Tapes – Baxter & Woodman	6,890.00
Total	42,248.25
Funding Sources	
Capital Projects Fund – FY2012-13 Budget	25,000.00
Sewer Fund – FY2012-13 Budget	35,000.00
Total	60,000.00

5-A.1

In summary, we recommend that the Village Board award the contract for the FY2012-13 Sewer Televising Program, which provides for the televising and cleaning of 15,820 lineal feet of sewers within the Village, to United Septic, Inc. in the amount of \$28,358.25. The final amount of the contract will be based on the actual work performed by the contractor at the unit prices listed in the contract.

5-A.2

VILLAGE OF LA GRANGE
 FY2012-13 Sewer Televising Program

Bid Opening January 23, 2013
 Tabulation of Bids

FY2012-13 SEWER TELEVISING PROGRAM																				CORRECTED TOTAL
SANITARY/STORM SEWER CLEANING AND TELEVISING																	BUILDING LATERAL CLEANING & TELEVISING			
No	Name of Company	8" -12"			15 -18"			24" - 30"			42"			66"			Building Lateral			
		QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	
1	United Septic, Inc.	8,410	\$1.25	\$10,512.50	2,715	\$1.70	\$4,615.50	3,360	\$1.70	\$5,712.00	345	\$3.85	\$1,328.25	990	\$6.00	\$5,940.00	1	\$250.00	\$250.00	\$28,358.25
2	Visu-Sewer of Illinois	8,410	\$1.94	\$16,315.40	2,715	\$1.94	\$5,267.10	3,360	\$1.94	\$6,518.40	345	\$2.50	\$862.50	990	\$2.50	\$2,475.00	1	\$1,500.00	\$1,500.00	\$32,938.40
3	CTR Systems, Inc.	8,410	\$1.92	\$16,147.20	2,715	\$2.27	\$6,163.05	3,360	\$3.57	\$11,995.20	345	\$3.57	\$1,231.65	990	\$5.00	\$4,950.00	1	\$2,500.00	\$2,500.00	\$42,987.10
4	National Power Rodding Corp	8,410	\$2.18	\$18,333.80	2,715	\$1.70	\$4,615.50	3,360	\$5.00	\$16,800.00	345	\$2.50	\$862.50	990	\$2.50	\$2,475.00	1	\$750.00	\$750.00	\$43,836.80

5-A.3

VILLAGE OF LA GRANGE
Public Works Department

BOARD REPORT

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

FROM: Robert Pilipiszyn, Village Manager
Ryan Gillingham, Director of Public Works

DATE: February 11, 2013

RE: **MATERIAL PURCHASE – SPRING FLOWER PLANTING
PROGRAM**

Each year the Public Works Department plants and maintains flowers throughout the Central Business District. The purpose of this program is to provide and maintain attractive and vibrant public spaces with the intended outcome of supporting businesses, softening hard streetscape elements such as roadways and sidewalks to make areas more inviting, and providing a visually attractive atmosphere for residents and visitors to the area.

Specifically flowers are planted in large pots located on La Grange Road, Harris Avenue, Calendar Avenue, Burlington Avenue, Hillgrove Avenue, and Ashland Avenue, as well as at Village Hall, the plaza area next to Village Hall, and the Police and Fire Stations. Approximately six years ago, the La Grange Garden Club began assisting the Village with plant selection and designing the arrangements for the Spring Flower Planting Program. The proposed FY2013-14 Building & Grounds budget includes \$18,500 for the purchase of the plant material for the spring planting program. These funds are primarily supported by a Special Service Area, which is a separate tax levied upon businesses in the Central Business District.

Flowers are typically planted after May 15 in order to reduce the potential for damage from frost. In the past the La Grange Garden Club has assisted the Public Works Department in planting the flowers over a several day period. The order for the flowers takes place in early February so that the nurseries can grow or reserve the plant stock needed by the Village. Payment for the plant material would occur after delivery in May as part of the FY2013-14 budget cycle.

The Village solicited quotes from nurseries known to be able to provide the variety and quality of plant stock needed by the Village. The nurseries were asked to provide quotes based on a unit price basis. Three nurseries provided the following proposals:

5-B

Material Purchase
Spring Flower Planting Program
Board Report – February 11, 2013 – Page 2

Supplier	Estimated Contract Value
Shemin Nursery, Addison, Illinois	\$13,421
Fiore Nursery and Landscape Supply, Chicago, IL	\$17,591
Lurvey Landscape Supply, Des Plaines, IL	\$18,422
Funding Source – FY2013-14 – Buildings & Grounds	\$18,500

The low quote was provided by Shemin Nursery in the amount of \$13,421, which is below the budgeted amount of \$18,500. The three quotes are summarized in detail on the attached spreadsheet.

Based on their low quote and our previous positive experience with this supplier, we recommend that the Village Board waive the formal bidding process and authorize staff to purchase plant material for the 2013 Spring Flower Planting Program from Shemin Nursery in the amount of \$13,421.

5-B.1

Village of La Grange
Spring Planting - 2013

Description	Size	Quantity Per Planter	Total Quantity For All Planters	Quantity To Be Ordered	Shemin Nursery		Fiore Nursery and Landscape Supply		Lurvey Landscape Supply	
					Unit Cost	Total Cost Per Planter	Unit Cost	Total Cost Per Planter	Unit Cost	Total Cost Per Planter
Largo Planters										
1 Graceful Grass Baby Tut	1 gallon	1	34	35	6.25	218.75	17.50	612.50	6.25	218.75
2 Coleus Color Blaze/Dipt In Wine	6"	2	68	71	5.10	362.10	6.50	461.50	7.80	539.80
3 Lantana/Rose Glow	6"	2	68	70	5.10	357.00	6.50	455.00	7.60	532.00
4 Salvia/Victorian Blue	8"	3	102	106	5.25	556.50	6.50	689.00	7.60	805.60
5 Bonanza Yellow Marigold	4.5"	6	204	212	2.40	508.80	2.80	530.00	3.18	674.16
6 Swedish Ivy Iboza	6"	2	68	70	5.10	357.00	3.05	213.50	6.60	462.00
7 Asparagus Fern	6"	2	68	76	5.10	387.60	10.75	817.00	8.60	653.80
8 Supertunia/Fitscilla Hybrid	basket	2	68	70	10.95	766.50	22.50	1,575.00	10.95	766.50
9 Supertunia/White	basket	2	68	70	10.95	766.50	22.50	1,575.00	17.50	1,225.00
				Subtotal:		4,280.75		6,928.50		5,877.21
	Number of Planters	34								
Medium Planters										
1 Japanese Silver Grass / Cabaret	gallon	1	27	28	7.90	221.20	7.90	221.20	8.60	240.80
2 New Guinea Impatiens / Lavender	basket	3	81	83	10.95	908.85	16.25	1,348.75	17.50	1,452.50
3 Coleus / Wasubi	6"	3	81	84	5.10	428.40	6.50	546.00	7.80	638.40
4 Salvia / Victorian White	4.5"	3	81	84	2.40	201.60	2.75	231.00	3.18	267.12
5 Impatiens / Accent Mystic Hybrid Mix	4.5"	4	108	108	2.40	259.20	2.25	243.00	3.18	343.44
6 Superbena / Large Lilac blue	6"	2	54	50	5.10	285.60	3.05	170.80	8.60	481.80
7 Superbena / Royal Peachy Keen	6"	2	54	56	5.10	285.60	2.90	162.40	8.60	481.80
8 Helichrysum Petiolare Lemon Licorice	6"	4	108	112	5.15	576.80	2.90	324.80	3.18	356.16
9 Million Bells / Terra Cotta	basket	2	54	56	10.95	613.20	16.15	904.40	17.50	980.00
				Subtotal:		3,780.45		4,152.35		5,241.62
	Number of Planters	27								
Small Planters										
1 Graceful Grasses Red Riding Hood	gallon	1	33	34	6.25	212.50	7.50	255.00	6.25	212.50
2 Bonanza Yellow Marigold	4.5"	4	132	132	2.40	316.80	2.50	330.00	3.18	419.76
3 Asparagus Fern	6"	2	66	66	5.10	336.60	10.75	709.50	8.60	567.60
4 New Guinea Impatiens/Lilac	6"	2	66	69	5.10	351.90	6.50	448.50	7.60	524.40
5 Dead Nettle / Pink Chablis	6"	2	66	69	5.15	355.35	5.15	355.35	3.18	219.42
6 Bacopa / Giant White	basket	2	66	69	10.95	755.55	10.95	755.55	17.50	1,207.50
				Subtotal:		2,328.70		2,853.90		3,151.18
	Number of Planters	33								
Plaza Planters - La Grange Road										
1 Spiderwort / Concord Grape	gallon	2	16	17	7.50	127.50	7.50	127.50	6.60	112.20
2 Dwarf Fountain Grass / Purple	gallon	1	8	9	6.25	56.25	7.50	67.50	8.80	77.40
3 Salvia / Victorian Blue	4.5"	3	24	26	2.40	62.40	2.75	71.50	3.35	87.10
4 Color Blaze Coleus / Dipt In Wine	6"	2	16	16	5.10	81.60	6.50	104.00	7.60	121.80
5 Lantana / Yellow Lemonade	6"	2	16	17	5.10	86.70	6.50	110.50	7.60	129.20
6 Impatiens / Accent Mystic Hybrid	4.5"	3	24	24	2.40	57.60	2.25	54.00	3.18	76.32
7 Supertunia / Silverberry	basket	2	16	17	10.95	186.15	22.50	382.50	17.50	297.50
8 Supertunia / Royal Velvet	basket	2	16	17	10.95	186.15	22.50	382.50	17.50	297.50
9 Impomoea / Black Heart	4.5"	2	16	17	2.40	40.80	3.05	51.85	3.35	56.95
10 Swedish Ivy / Iboza	4.5"	2	16	16	2.40	38.40	3.05	48.80	3.35	53.80
				Subtotal:		923.55		1,400.85		1,309.37
	Number of Planters	8								
Village Hall Plantings										
1 Salvia Mix (no red color)	4.5"	300	300	300	2.40	720.00	2.40	720.00	3.18	954.00
2 Impatiens / Accent Mystic Hybrid Mix	4.5"	298	298	298	2.40	715.20	2.25	670.50	3.18	947.64
3 Kimberly Queen Fern	3.5 gallon	6	6	6	13.75	82.50	26.75	160.50	13.75	82.50
4 Dragon Winged Begonias / Pink	6"	24	24	24	5.10	122.40	6.75	162.00	8.60	206.40
				Subtotal:		1,640.10		1,713.00		2,190.54
	Number of Planters	1								
La Grange / Cossitt Fixed Planter										
1 Graceful Grasses Red Riding Hood	gallon	5	5	5	6.25	31.25	7.50	37.50	6.25	31.25
2 New Guinea Impatiens / Lilac	6"	6	6	6	5.10	30.60	6.50	39.00	7.60	45.60
3 Bonanza Yellow Marigold	4.5"	12	12	12	2.40	28.80	2.50	30.00	3.18	38.16
4 Asparagus Fern	6"	6	6	6	5.10	30.60	10.75	64.50	8.60	51.60
5 Dead Nettle / Pink Chablis	6"	6	6	6	5.15	30.90	5.15	30.90	3.18	19.08
6 Bacopa / Giant White	basket	6	6	6	10.95	65.70	10.95	65.70	17.50	105.00
				Subtotal:		217.85		267.60		290.69
	Number of Planters	1								
Alley Planters (6 Total)										
1 Graceful Grasses Red Riding Hood	gallon	4	4	4	6.25	25.00	7.50	30.00	6.25	25.00
2 Swedish Ivy / Iboza	6"	16	16	16	5.10	81.60	3.05	48.80	6.60	105.60
3 Superbena / Royal Peachy Keen	6"	8	8	8	5.10	40.80	2.90	23.20	8.60	68.80
4 Asparagus Fern	6"	10	10	10	5.10	51.00	10.75	107.50	8.60	86.00
5 Lantana / Rose Glow	6"	10	10	10	5.10	51.00	6.50	65.00	7.60	76.00
				Subtotal:		249.40		274.50		361.40
	Number of Planters	1								
				Total:		13,420.80		17,590.50		18,422.01

* Note: Where no unit price provided by nursery for a specific item, lowest unit price from different nursery used for comparison purposes.

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VILLAGE OF LA GRANGE

Disbursement Approval by Fund

February 11, 2013

Consolidated Voucher 130211

<u>Fund No.</u>	<u>Fund Name</u>	<u>02/11/13 Voucher</u>	<u>02/01/13 Payroll</u>	<u>Total</u>
01	General	198,333.33	294,889.24	493,222.57
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
24	ETSB	6,736.88		6,736.88
40	Capital Projects	4,222.39		4,222.39
50	Water	192,888.01	39,035.05	231,923.06
51	Parking	11,799.92	23,384.28	35,184.20
60	Equipment Replacement	2,999.52		2,999.52
70	Police Pension	1,275.00		1,275.00
75	Firefighters' Pension	2,426.10		2,426.10
80	Sewer		9,355.58	9,355.58
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>420,681.15</u>	<u>366,664.15</u>	<u>787,345.30</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-C

MINUTES

VILLAGE OF LA GRANGE

PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

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

Monday, January 28, 2013 - 7:30 p.m.

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

The Board of Trustees of the Village of La Grange public hearing and regular meeting was called to order at 7:32 p.m. by President Asperger. On roll call, as read by Village Clerk Thomas Morsch, the following were:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Nowak, and Palermo with President Asperger presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Betsey Gates
Community Development Director Patrick Benjamin
Assistant Community Development Director / Planner Angela Mesaros
Finance Director Lou Cipparrone
Public Works Director Ryan Gillingham
Police Chief Mike Holub
Fire Chief Bill Bryzgalski

President Asperger explained that there would be a public hearing prior to the regular Village Board meeting this evening.

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

President Asperger provided the series of dates and process proceeding this public hearing beginning with voter approval of a referendum question asking whether the Village should seek to create an electricity aggregation program; adoption by the Village Board of an ordinance authorizing an opt-out electricity aggregation program; and entering into a contract with the Illinois Community Choice Aggregation Network for electric aggregation consulting services.

President Asperger indicated that two public hearings are required for public input on a Plan of Operation and Governance for a Municipal Electric Aggregation Program. Notice of this Public Hearing and the upcoming one to be held on February 11, 2013 have been posted and published according to State Statute.

5-D

Explaining that the working draft Plan of Operation and Governance describes how the program will operate; qualifications for potential electricity suppliers; pricing methodology; enrollment; options to withdraw; options related to energy supply mix; contract terms; and possible fees, President Asperger noted that staff has proceeded in the most cost effective manner as understood by the Board's direction.

President Asperger invited the Village's consultant Mr. Mark Pruitt of the Illinois Community Choice Aggregation Network to review the program in greater detail after which the floor would be open for public comment.

Mr. Pruitt provided background information and annotated a PowerPoint presentation regarding electricity aggregation. Mr. Pruitt explained that when finalized, the Plan of Operation and Governance will act as the rules of the road for the Village's electric aggregation program. Referencing that all of the information is available on the Village website and staff's advance preparation, Mr. Pruitt detailed the steps to be taken along with numerous options for the Village Board to consider.

Providing a visual sample of a ComEd bill, Mr. Pruitt noted where the change would occur on the electricity supply services line item. Adding that the primary objective of the program is to offer residents the best possible price for the supply of electricity and rates not to exceed those offered by ComEd.

As the Village's consultant for the electricity aggregation program, Mr. Pruitt detailed the timeline; the Village's role; the suppliers' role; the consultant's role; supply types; consumer protections; management processes; confidentiality; communications; billing; and other various components. Mr. Pruitt concluded his presentation explaining that a Plan of Operation and Governance would need to be passed and approved by ordinance before an electricity supplier can be contracted. Thereafter, Mr. Pruitt suggested a two-step approach whereby the Village would request qualifications and pricing from electricity suppliers.

President Asperger thanked Mr. Pruitt for his presentation and opened the floor to anyone in the audience.

Harlan Hirt inquired about the ownership of ComEd power plants. Mr. Pruitt responded that ComEd previously owned the power plants. Providing detailed information on the divestures of assets, Mr. Pruitt noted that current assets for ComEd are as a wires company. Mr. Hirt inquired about the length of the contract for an electricity supplier. Mr. Pruitt responded that this would be determined by the Village Board, however it is suggested that a 12 month or 24 month contract is preferable.

Mary Klinowski inquired about the difference in pricing for a renewable energy plan. Mr. Pruitt noted there is a high level of interest in a sustainable energy plan however it is a costly option. Providing cost examples, Mr. Pruitt clarified that renewable energy credits are not the same as renewable energy.

Rose Naseef referenced her prior comments on the hazardous effects to the health and environment with the utilization of coal burning plants and nuclear energy. Given the

5-D.1

opportunity to make a change, Ms. Naseef urged the Village Board to fully purchase renewable energy credits.

Mike Shepherd asked what is the minimum renewable amount required by the State of Illinois. Mr. Pruitt noted the next level required by State Statute is 9% and incremental increases of 1% occur each year with the objective goal being to achieve 25% by the year 2025.

Bob Klinowski inquired about the imposition of fees. Mr. Pruitt referenced information provided in the draft that at the discretion of the Village Board, costs of the aggregation program development and administration may be paid by the supplier. Mr. Klinowski inquired about working with other municipalities in a consortium program. President Asperger indicated due to the complexities and upon the advice of the consultant, the Board determined the best route for the Village is to establish an electric aggregation program and revisit the option to work with other municipalities in the future. President Asperger added that other than the consultant fee, no other fees have been discussed. At this time, the Village Board has not discussed nor anticipates additional fees to the supply charge.

An unidentified male inquired how much savings would occur on his electric bill. Although rates change daily, Mr. Pruitt provided information on current ComEd rates and a fair estimate on possible savings.

An unidentified female referenced information which indicated her ineligibility to participate because her condominium residence is all electric. Mr. Pruitt explained that as she is already receiving a lower electrical rate it may not be cost effective for her to enter into the Village's electrical aggregation program. Mr. Pruitt added that rates will depend on the supplier and residents will be further advised.

President Asperger asked if anyone in the audience had any additional oral or written comments or questions on the issue of electric aggregation. There being none, President Asperger encouraged everyone to provide additional comments to Andri Peterson, Assistant Village Manager via phone, e-mail, or in writing so they can be written into the record at the next public hearing on February 11, 2013.

At 8:28 p.m. with no additional oral or written comments President Asperger closed the public hearing.

At 8:29 p.m. the regular Village Board meeting was convened, with the same Village Officials as the Public Hearing being in attendance.

3. PRESIDENT'S REPORT

President Asperger announced that the Village is hosting a public meeting at the Village Hall on Thursday, January 31, 2013 between the hours of 4:00 p.m. and 7:00 p.m. The open house public meeting is being conducted by the Illinois Department of Transportation for the purpose of soliciting public input on the potential impacts of the Phase I study for the intersection improvements at 47th Street and East Avenue.

5-D.2

President Asperger added that at the conclusion of this regular Village Board meeting, there would be a Capital Projects Workshop. Inviting all to attend, President Asperger noted this workshop is the beginning of the Village's budget planning process and provides an opportunity for discussion on proposed and ongoing infrastructure as well as future capital projects.

Thanking former La Grange Business Association President Ryan Williamson for his years of service, President Asperger identified his many achievements during his tenure. President Asperger extended a welcome to the new La Grange Business Association President Steve Jasinski.

A. Appointment – Environmental Quality Control Commission (EQCC)

President Asperger announced that a vacancy has existed on the Environmental Quality Control Commission. President Asperger requested approval to appoint Ms. Rebecca Davies as a member of the Environmental Quality Control Commission for a term to expire in 2014. Approved by voice vote.

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Mr. Phil Fornaro noted his attendance for any questions in reference to the agenda item regarding a zoning text amendment for building and lot coverage for in-ground swimming pools.

Mr. Larry Davis, Chief Executive Officer at Adventist La Grange Memorial Hospital noted his attendance for any questions in reference to the agenda item regarding the expansion of the Wound Care Center at the hospital.

5. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-13-01) – 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

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 Nowak, Kuchler, Langan, Horvath, Palermo, and Holder
Nays: None
Absent: None

5-D.3

6. CURRENT BUSINESS

- A. Ordinance (#O-13-02) – 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

Trustee Nowak detailed the unique circumstances of events which preceded the requested Zoning Text Amendment. Explaining that in July 2012, the Zoning Board of Appeals did not vote in favor of a variation from building coverage to construct an in-ground swimming pool at 850 S. 10th Avenue as was filed by the petitioner. The matter was then presented to the Village Board in September, 2012 and after much discussion, the Village Board voted to table the variation.

Trustee Nowak added that it was suggested to include in-ground swimming pools when determining lot coverage, and exclude them from building coverage. The Plan Commission found it appropriate to change the way swimming pools have been regulated and suggested it may be more appropriate to adhere to a text amendment. Providing specific information on the interpretation of code and after extensive analysis, the most appropriate way to amend the Code would be to revise the definition of building coverage so that in-ground swimming pools are excluded.

Trustee Nowak indicated that with the proposed zoning text amendment the construction of the in-ground swimming pool at 850 S. 10th Avenue would be permitted. As a result of this recommendation, the property owner has submitted an application for a text amendment to the Zoning Code.

After a Public Hearing was held in December, 2012 the Plan Commissioners voted unanimously to recommend the text amendments to the Zoning Code. Trustee Nowak moved to approve an Ordinance Amending the text of the La Grange Zoning Code related to building coverage and lot coverage, seconded by Trustee Langan.

Trustee Horvath expressed his favor of the item, however inquired about limitations on the size of swimming pools. Community Development Director Patrick Benjamin responded that this was not discussed by the Plan Commissioners, however explained that the new lot coverage (impervious surface) provision added to the Zoning Code in 2007 is in place and would be a more appropriate standard for regulating the size of swimming pools.

Approved by roll call vote.

Ayes: Trustees Nowak, Kuchler, Langan, Horvath, Palermo, and Holder
Nays: None
Absent: None

5-0.4

7. MANAGER'S REPORT

None

8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

9. EXECUTIVE SESSION

10. TRUSTEE COMMENTS

Trustee Horvath added his thanks and appreciation for the work accomplished by former La Grange Business Association President Ryan Williamson.

Trustee Langan acknowledged the thoughtful deliberation of the Plan Commission related to the Zoning Text Amendment.

11. ADJOURNMENT

At 8:48 p.m. it moved by Trustee Langan to adjourn, seconded by Trustee Holder. Approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

5-D.5

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

FROM: Robert J. Pilipiszyn, Village Manager
Patrick Benjamin, Community Development Director
Mark Burkland, Village Attorney

DATE: February 11, 2013

RE: **RESOLUTION – DIRECTION TO STAFF AND PLAN COMMISSION
REGARDING STUDY OF ZONING STANDARDS FOR MEDICAL
MARIJUANA DISTRIBUTION FACILITIES**

Through a legislative briefing from the Metropolitan Mayors Caucus, we have become aware that the Illinois General Assembly is considering legislation that could authorize patients who have been diagnosed by a physician as having a debilitating medical condition to use cannabis for medical purposes. That legislation has been designated as House Bill 30. Under HB 30 in its current form, medical cannabis organizations (called “*Distribution Facilities*” in HB 30) may be authorized to grow, harvest, and distribute cannabis. The Bill may provide that one Distribution Facility will be permitted by the State to operate within each Illinois Senate District. The bill preempts municipal authority to wholly prohibit medical marijuana distribution facilities within municipal borders. It does however, allow municipalities to regulate the location of such facilities in terms of zoning.

The Village staff believes the La Grange Zoning Code does not plainly address uses like a Distribution Facility and, as a result, if HB 30 or something similar to it is approved and signed into law, then the Village will not be situated as well as it could be to handle a zoning request related to a Distribution Facility. Based on guidance from the Caucus, municipalities are encouraged to consider and adopt regulations in anticipation that the distribution of marijuana for medical purposes will be approved by the General Assembly. The City of Lake Forest and the Village of Barrington have already taken such affirmative action to protect their communities. Therefore we believe that it is appropriate and important for the Village to be prepared for the possible passage of HB 30 or a similar bill by studying the provisions of the Zoning Code and adjusting them as may be necessary.

The staff also believes it is important to advise the public, potential Distribution Facility owners, and property owners within the Village that the Village will undertake a review of, and likely changes to, the Zoning Code to properly regulate Distribution Facilities if a new state law creates them.

The staff thus requests that the Village Board make a finding that it is in the best interest of the Village and its residents for the Village to (a) evaluate the zoning classification of Distribution Facilities, (b) determine whether, and where, Distribution Facilities should be

6-A

considered as a “special use” under the Zoning Code, and (c) consider whether other, related regulations are necessary and appropriate for Distribution Facilities.

The Village Attorney has drafted the attached resolution that would direct the staff and the Plan Commission to address the matters stated in this Board Report. Staff and the Village Attorney recommend approval of the resolution.

6-A.1

VILLAGE OF LA GRANGE

RESOLUTION NO. _____

A RESOLUTION REGARDING ZONING RESTRICTIONS
ON CANNABIS DISPENSARIES AND RELATED FACILITIES

WHEREAS, the Village of La Grange has a long tradition of using its zoning and planning authority to ensure that compatible uses are maintained in its various neighborhoods; and

WHEREAS, the Illinois General Assembly is considering legislation (the "*Proposed Law*") that would authorize patients who have been diagnosed by a physician as having a debilitating medical condition, as defined by the Proposed Law, to use cannabis without being subject to arrest, prosecution, or denial of any right or privilege for that medical use of cannabis; and

WHEREAS, under the Proposed Law, medical cannabis organizations ("*Distribution Facilities*") may be authorized to grow, harvest, and distribute cannabis; and

WHEREAS, the Proposed Law may provide that only one Distribution Facility will be permitted by the State to operate within each Illinois Senate District; and

WHEREAS, the La Grange Zoning Code (the "*Zoning Code*") does not plainly address uses that would encompass Distribution Facilities or related operations; and

WHEREAS, if the Proposed Law is approved, then the Village will not be immediately equipped to handle zoning requests from Distribution Facilities; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that it is in the best interest of the Village and its residents to direct the Village staff and the La Grange Plan Commission to evaluate the classification of Distribution Facilities and recommend to the Board of Trustees whether and where Distribution Facilities should be considered as a "special use" under the Zoning Code as well as such other regulations as may be necessary, important, or beneficial to the Village and its residents;

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

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

6-A.2

Section 2. Direction To Staff and Plan Commission; Notice To Public. If the Proposed Law, or any similar law, is approved by the Illinois General Assembly and signed into law by the Governor, then the Village staff and Plan Commission are hereby directed (a) to hold a public hearing on the matter of whether and where the Zoning Code should be amended to include Distribution Facilities as a special use and other regulations as may be necessary, important, or beneficial and (b) make a recommendation to the Board of Trustees regarding these matters along with any other conditions that should be attached to the zoning of Distribution Facilities. The notice of the public hearing must be given as required by law within 120 days after the effective date of the Proposed Law or any similar law. The public is deemed to have notice that the Village is considering a Zoning Code amendment regarding Distribution Facilities as of the effective date of this Resolution.

Section 3. Effective Date. This Resolution will be in full force and effect on its passage and approval.

PASSED this ____ day of February 2013.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of February 2013.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

6-A.3

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 Mesaros, Assistant Community Development Director

DATE: February 11, 2013

RE: **ORDINANCE - VARIATION - MAXIMUM BUILDING COVERAGE/
DEIRDRE BROWN, 233 S. ASHLAND AVENUE.**

Deirdre Brown, owner of the property at 233 S. Ashland Avenue, has applied for a variation from maximum building coverage requirements for renovations that include expansion of the front porch to wrap-around the north side of the house and construction of a home office addition on the back of the house. The subject property is located on an interior lot in the R-4 Single Family Residential District. The property in question is 50 ft. wide by 123.80 ft. deep. This lot has slightly less depth than most lots in the Village; however, it is typical of single lots in the immediate area.

According to the petitioner, construction of the addition would allow them the opportunity to create a viable living space that includes a home office as well as restore an original wrap-around front porch, removed by a previous owner that will occupy a percentage of the allotted building coverage. The petitioners have considered several options to reconfigure their house and have tried to work within the original footprint of their historic house. However, they have indicated that due to the shape of the house and the original stone foundation, this is not possible. The addition would add functional space to their home while maintaining the character of their neighborhood.

The previous owners of the property applied for and received an administrative adjustment to construct a two-story addition to the rear of the house in May 2011. This project included demolition of a portion of the back of the house so that the total added to the house was only 100 square feet – the maximum allowed for Village Manager approval. The previous application did not include reconstruction or addition to the front porch. However, as approved, it added more bulk and livable square footage to the house than the current variation application. This project was never constructed prior to the recent sale of the property to the Petitioner.

With the proposed expansion of the front porch and addition, this property would exceed the building coverage requirements by approximately 255 square feet. Therefore, the petitioner must seek a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Zoning Code in order to construct this project. Maximum Building Coverage for this lot is 30% or 1,856 square feet.

6-B

Currently this property exceeds the allowable coverage by 20 square feet. The porch and small addition would increase building coverage to 2,170 square feet, an excess of 11.9% with both the front porch and addition (2.9% without the front porch). Subparagraph 14-303E1(c) (Authorized Variations) allows an increase in maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

On January 17, 2013, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the hearing, the petitioner presented the application. A motion was made by Commissioner O'Connor and seconded by Commissioner Hoffenberg that the Zoning Board of Appeals recommend Approval of the application with two conditions: (1) no modifications be made to the plan that would add bulk and (2) that the front porch not be enclosed. The resulting roll call vote was (4/3/0):

AYE: O'Connor, Hoffenberg, Finder and Brewin.
NAY: Brenson, Naseef and Pappalardo.
ABSENT: None.

Pursuant to Subsection 13-102D of the Zoning Code, at least four aye votes are required to decide in favor of any application. Therefore, the motion to recommend that the variation be granted as requested passed.

The Commissioners voting in favor of the application felt that the configuration of the house constructed in the 1890s created a unique physical condition. Extra space is a challenge in older homes. They stated that this addition may be used in the future for a family room, which the Zoning Board has considered a substantial right in the past. They also stated that a home office is more common in homes today than it might not have been in 1991 when the Zoning Code was written.

Those Commissioners voting against this variation cited the following reasons: They did not feel that a home office is a substantial right. The petitioner has other options for expansion within the allowable building coverage, such as a home office in an upstairs bedroom; and they did not believe that aesthetics and preservation of a historic house meet the criteria for unique physical condition.

Staff has prepared the attached ordinance authorizing the variation for your consideration. If you concur with the recommendation of the Zoning Board of Appeals, then a motion to approve the attached ordinance would be appropriate.

6-B.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-13-_____

AN ORDINANCE GRANTING A ZONING VARIATION
FOR CONSTRUCTION OF A FRONT PORCH
AND RELATED IMPROVEMENTS AT 233 SOUTH ASHLAND AVENUE

WHEREAS, Deirdre Brown, the owner of a single family detached house (the "*Existing House*") on property commonly known as 233 South Ashland Avenue, La Grange, Illinois, and legally described as follows:

Lot 13 in Block 11 In La Grange, A Subdivision of the East Half of the Southeast Quarter and Part of the Northwest Quarter Lying South of Chicago Burlington and Quincy Railroad, in Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

has applied for variation from Paragraph 3-110E1 (maximum building coverage) of the La Grange Zoning Code to authorize construction of a single-story addition to the Existing House and a wrap-around addition to the existing front porch (the "*Proposed Improvements*"); and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing to consider the application on January 17, 2013, pursuant to proper public notice, and recommended in its Findings and Recommendation dated January 17, 2013, that the variation be approved; and

WHEREAS, the President and Board of Trustees have reviewed the record of the public hearing and the Findings and Recommendation of the Zoning Board of Appeals and have determined that the application satisfies the standards set forth in the La Grange Zoning Code for the grant of a variation;

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. Grant of Variation. The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and the La Grange Zoning Code, hereby grants to the Owner a variation from the maximum building coverage standard of Paragraph 3-110E1 of the La Grange Zoning Code to increase the maximum building coverage in an amount equal to, but not greater than, the building coverage necessary to authorize construction of the Proposed Improvements, subject to all of the following conditions:

- A. The variation is granted only to authorize construction of the Proposed Improvements in substantial conformity with the design drawings attached to this Ordinance as Exhibit A (the "*Approved Design*"). The permit drawings

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to be prepared by the Owners must conform to the Approved Design and must be approved by the Village's Director of Community Development.

- B. The Owners must execute a covenant in a form satisfactory to the Village declaring:
- (1) That the front porch must never be enlarged, must always remain open, and may never be enclosed with walls, windows, screening, or any other structures or objects and
 - (2) That no other improvements be built in or onto the Existing House in the future that would increase the exterior size of the Existing house, including without limitation no additional porch or porch extension, bay window or other "bump-out," or second-story expansion or addition.
- C. If any of the Proposed Improvements is constructed in violation of any term or condition of this Ordinance, then the Village may order that construction to be demolished and may rescind the approval granted by this Ordinance.

Section 3. Effective Date. This Ordinance will be in full force and effect after (a) its passage, approval, and publication in pamphlet form as provided by law, (b) execution by the Owners and recording of the covenant required by Subsection 2B of this Ordinance, and (c) approval by the Village's Director of Community Development of conforming plans for the Proposed Improvements as required by Subsection 2A of this Ordinance.

PASSED this ____ day of _____ 2013

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2013

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

6-B.3

EXHIBIT A
APRPOVED DESIGN

6-B.4

FINDINGS OF FACT

ZONING BOARD OF APPEALS OF THE VILLAGE OF LA GRANGE

January 17, 2013

President Asperger and
Board of Trustees

RE: ZONING CASE #594 - VARIATION – 233 S. ASHLAND AVENUE, MAXIMUM BUILDING COVERAGE TO AUTHORIZE THE CONSTRUCTION OF A FRONT PORCH AND ADDITION WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT, DEIRDRE BROWN.

The Zoning Board of Appeals transmits for your consideration its recommendations for a request of zoning variation necessary to construct a wrap around front porch and addition at the property at 233 S. Ashland Avenue.

I. THE SUBJECT PROPERTY:

The subject property in question is a residential lot, 50 feet wide with a depth of 123.8 feet.

II. CHARACTERISTICS OF THE SURROUNDING AREA:

The subject property is located in the R-4 Single Family Residential District.

III. VARIATIONS SOUGHT:

The applicants seek a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Village of La Grange Zoning Code. The applicant wishes to exceed the allowable building coverage by 11.9%. At the public hearing, the applicant requested a variation to allow for the construction of a wrap around front porch and addition at the subject property. Paragraph 14-303E1(c) (Authorized Variations) allows the increase of maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

IV. THE PUBLIC HEARING:

After due notice, as is required by law, (including legal publication, posting at the subject property and courtesy notices to owners within 250 feet of the subject property) the Zoning Board of Appeals held a public hearing on the proposed variation in the La Grange Village Hall Auditorium on January 17, 2013. Present were Commissioners Nat Pappalardo, Rosemary Naseef, Peter O'Connor, Ian Brenson, Michael Finder, Jeff Hoffenberg and Chairperson Ellen Brewin presiding. Also present was Assistant Community Development Director Angela Mesaros and Trustee Liaison Jim Palermo. Testimony was given under oath by the applicants. No objectors appeared at the hearing. No written objections have been filed to the proposed variation.

Chairperson Brewin swore in Dierdre and Dean Brown, owners of the property at 233 S.

6-B.5

Ashland, and Tom Ryan, Architect, who presented the application and answered questions from the Commissioners:

- The applicants stated that they believe the property is unique because of the atypical shape of the house. They have looked into several options that would fit within the footprint of the house while repurposing and reusing space inside the house. However, due to the cruciform shape of the house, they were not able to add useful office space within the existing framework.
- This house was constructed in the 1890's with a narrow gable and a steep roof. The front porch wrapped around the house, but it has been lopped off by previous owners. In addition, they believe the house used to have a turret. They would like to restore the wrap-around front porch.
- The architect, Mr. Ryan, stated that he has served on the Historic Preservation Committee in Naperville and that he is very interested in preserving the form of the house including the gable on the back side of the house and the original wrap-around front porch and making the second story porch overhang more consistent with the direct character of the home.
- The applicants believe that a home office is important. Mr. Brown stated he purchased the home in July of 2011 and has made no modifications to it. They moved to La Grange from Elmhurst, because they liked the Historic District – Elmhurst does not have one. They both work from the home and they are adding the home office space
- According to the architect, remodeling the basement is not a legitimate option has the home has an original stone foundation built in the 1890's that cannot be structurally altered.

Chairperson Brewin solicited questions from the Commissioners:

- Commissioner Pappalardo asked if the existing house is as it was built with no other additions. Answer: Yes, they believe so. One of the bay windows could possibly have been added, however the square footage has remained the same.
- Commissioner O'Connor asked if the neighbors are all supportive. Answer: Of those whom they have spoken, they have all been supportive.
- Commissioner Brenson asked if they tried putting the office upstairs in one of the existing bedrooms. Answer: They need all the bedrooms for the children.
- Commissioner Brenson asked how the shape of the house made it unique and atypical from other properties.
- Chairperson Brewin asked if they would consider that the office in the future may be used as a family room by a future owner. Answer: Yes.

6-B.6

- Chairperson Brewin asked if they would consider a condition that the front porch not be enclosed at any time. Answer. Yes.

Chairperson Brewin solicited questions and comments from the Audience:

- Steven Wolf, 213 S. Ashland, stated that ten years ago, previous owners added a foundation to the sagging bay window, so that the bay was in fact original to the house, and there have been no additions to the house. Mr. Wolf stated that he is in support of this application. He believes it would add to the aesthetics of the block to have the front porch wrap-around. He also spoke to the question of adding to the second floor. He believes that it would not be good to change the existing roofline. This house was designed in 1890 and there is indeed wasted space due to the design. He would not want them to tear down the house and rebuild in order to get extra space – a new house would not be consistent with the character of the neighborhood.

Under the provisions of the Zoning Ordinance, no variation shall be granted unless the applicant establishes that carrying out the strict letter of the provisions of this code would create a particular hardship or practical difficulty. Such a showing shall require proof that the variation sought satisfies certain conditions. The following facts were found to be evident:

1. Unique Physical Condition:

This zoning lot is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide and 123.8 feet deep, which is slightly less than the average depth of 125 ft. This lot size is typical of single lots between Madison and Kensington, and Cossitt to 47th Street.

2. Not Self-Created:

The Petitioner purchased this house in 2011 and has made no modifications. According to the Petitioner, the shape of the house as constructed in the 1890's makes it difficult to remodel and add a first floor home office within the building coverage requirements. The original front porch was removed by previous owners.

3. Denied Substantial Rights:

The Petitioner believes that the inability to construct the addition would deny them the right to have a functional home office in a historic house. There is some question as to whether or not a home office to be a right; however, the addition of extra space that might serve as a family room has been considered a right in past variance cases.

4. Not Merely Special Privilege:

6-B.7

According to the Petitioner, a home office is not a special privilege and is becoming more common as people increasingly work from home. Possibly more people telecommute from their homes today than in 1991 when the Code was written. The proposed front porch expansion would restore the original size and design of the front of the house.

5. Code and Plan Purposes:

As proposed, the addition and front porch expansion would meet the required front, side and rear yards, but would exceed building coverage requirements. One of the purposes of the building coverage standard in the Zoning Code is to control "bulk." The petitioner believes that the proposed additions would be consistent with the context of the area and not affect the neighbors' properties with the appearance of bulk.

This property is located within the Historic District. The front porch, which adds a more significant amount of building coverage, would be consistent with the goals of the Comprehensive Plan to maintain the unique character of the Village's neighborhoods and to preserve and enhance distinguishing features such as front porches in the historic district.

6. Essential Character of the Area:

This home is located within the Historic District of the Village. As documented in the attached 1905 picture from the La Grange Historical Society, the petitioner seeks to restore an historic front porch. The petitioner also believes that the requested one-story addition would not adversely affect the character of the neighborhood.

7. No Other Remedy:

The petitioners believe that no other remedy would improve the house while still maintaining the charm and beauty and restoring the house its original design. Other remedies might be to use an upstairs bedroom for a home office or to reconfigure the first floor interior to accommodate office space.

V. FINDINGS AND RECOMMENDATION:

- Commissioner Naseef stated that it is difficult to meet the criteria for a maximum building coverage variation, because she believes there is always another option. She does not believe that a porch and office are substantial rights or that this property is unique. She also stated she does not believe that aesthetics or historic preservation meet the standards for variation.
- Commissioner Brenson stated that he agrees with Ms. Naseef that this project does not meet the standard for unique physical condition and that a home office is not a substantial right.

6-B.8

- Commissioner O'Connor stated that he believes it is common to have a home office today but that it was not common when the Zoning Code was written.
- Commissioner Brenson stated that the Zoning Code was written in 1991 and he believes that a home office would have been common at that time as well.
- Commissioner Hoffenberg states that it is very difficult to find a new home today that does not have a home office.
- Chairperson Brewin stated that she believes extra space is important in an older house, however she is still not clear that the unique physical condition of the structure.
- Commissioner Naseef stated that building coverage limitations mean that a homeowner must pick and choose what they can build within their 30% allowable coverage.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner O'Connor and seconded by Commissioner Hoffenberg that the Zoning Board of Appeals recommend to the Village Board of Trustees approval of the applications submitted with ZBA Case #594 with the conditions that (1) no modifications to the plan that would add bulk to the house would be approved in the future and (2) that the front porch not be enclosed.

Motion carried by a roll call vote (4/3/0).

AYE: O'Connor, Hoffenberg, Finder and Brewin.
NAY: Pappalardo, Naseef, and Brenson.
ABSENT: None.

Be it therefore resolved that the Zoning Board of Appeals recommend approval to the Village Board of Trustees of the variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Village of La Grange Zoning Code to allow construction of a wrap-around front porch and addition at 233 S. Ashland Avenue with the conditions listed above.

Respectfully submitted:

Zoning Board of Appeals of the
Village of La Grange

BY: Ellen P. Brewin
Ellen Brewin, Chairperson

6-B.9

STAFF REPORT

CASE: ZBA #594 – Deirdre Brown, 233 S. Ashland Avenue - Maximum Building Coverage

BACKGROUND

(Note: This Staff Report is solely based on information presented in the application and on a physical inspection of subject property and environs, and is not influenced by any other circumstance.)

Deirdre Brown, recently purchased the property at 233 S. Ashland Avenue, and wishes to expand the covered front porch to wrap around to the north with a 6.67 ft. by 23.24 ft. (155 sq. ft) addition and a 5.0 ft. by 26.4 ft. (132 square feet) one-story addition and overhang to the rear of the house. The proposed porch would restore an original historic feature – a wraparound porch and the addition would allow remodeling for a new first floor home office. Currently, the petitioner's house exceeds building coverage by approximately 27 square feet. A building permit could not be issued for the proposed additions.

In May 2011, previous owners applied for and received an administrative adjustment in order to construct a two-story addition to the rear of the house. The proposal included demolition of a portion of the rear of the house and construction of a two-story addition for a total of 100 square feet added to the house. This application did not include any reconstruction or addition to the front porch. However, as approved, it added more bulk and livable square footage to the house than the current variation application of approximately 255 sq. ft. This project was never constructed prior to the recent sale of the property to the Petitioner who is the current owner.

Maximum Building Coverage for this lot is 30% or 1,856.775 square feet. Currently this property covers 1,876 square feet. The maximum allowable modification of building coverage that Staff can grant through the administrative adjustment process is 100 square feet. With the proposed expansion of the front porch and addition, this property would exceed the building coverage requirements by 254.59 square feet. Therefore, the petitioner seeks a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Zoning Code. The porch and small addition would increase building coverage to 2,170 square feet or 35%, an excess of 11.9% with the proposed front porch and 2.9% without the porch and rear addition. Subparagraph 14-303E1(c) (Authorized Variations) allows an increase in maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

VARIATION STANDARDS

In considering a variation, be guided by the General Standard as outlined in our Zoning Code that "No variation shall be granted pursuant to this Section unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Subsection."

6-13-10

Unique Physical Condition - *"The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot."*

This zoning lot is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide and 123.8 feet deep, which is slightly less than the average depth of 125 ft. This lot size is typical of single lots between Madison and Kensington, and Cossitt to 47th Street.

Not Self-Created - *"The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid."*

The Petitioner purchased this house in 2012 and has made no modifications. According to the Petitioner, the shape of the house as constructed in 1905 makes it difficult to remodel and add a first floor home office within the building coverage requirements. The original front porch was removed by previous owners.

Denied Substantial Rights - *"The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision."*

The Petitioner believes that the inability to construct the addition would deny them the right to have a functional home office in a historic house.

Not Merely Special Privilege - *"The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation."*

According to the Petitioner, a home office is not a special privilege and is becoming more common as people increasingly telecommute, and work from home. The proposed front porch expansion would restore the original size and design of the front of the house.

6-B.11

Code and Plan Purposes - *"The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan."*

As proposed the addition and front porch expansion would meet the required front, side and rear yards, but would exceed building coverage requirements. One of the purposes of the building coverage standard in the Zoning Code is to control "bulk." The petitioner believes that the proposed additions would be consistent with the context of the area and not affect the neighbors' properties with the appearance of bulk.

This property is located within the Historic District. The front porch, which adds a more significant amount of building coverage, would be consistent with the goals of the Comprehensive Plan to maintain the unique character of the Village's neighborhoods and to preserved and enhance distinguishing features such as front porches in the historic district.

Essential Character of the Area - *"The variation would not result in a use or development on the subject property that:*

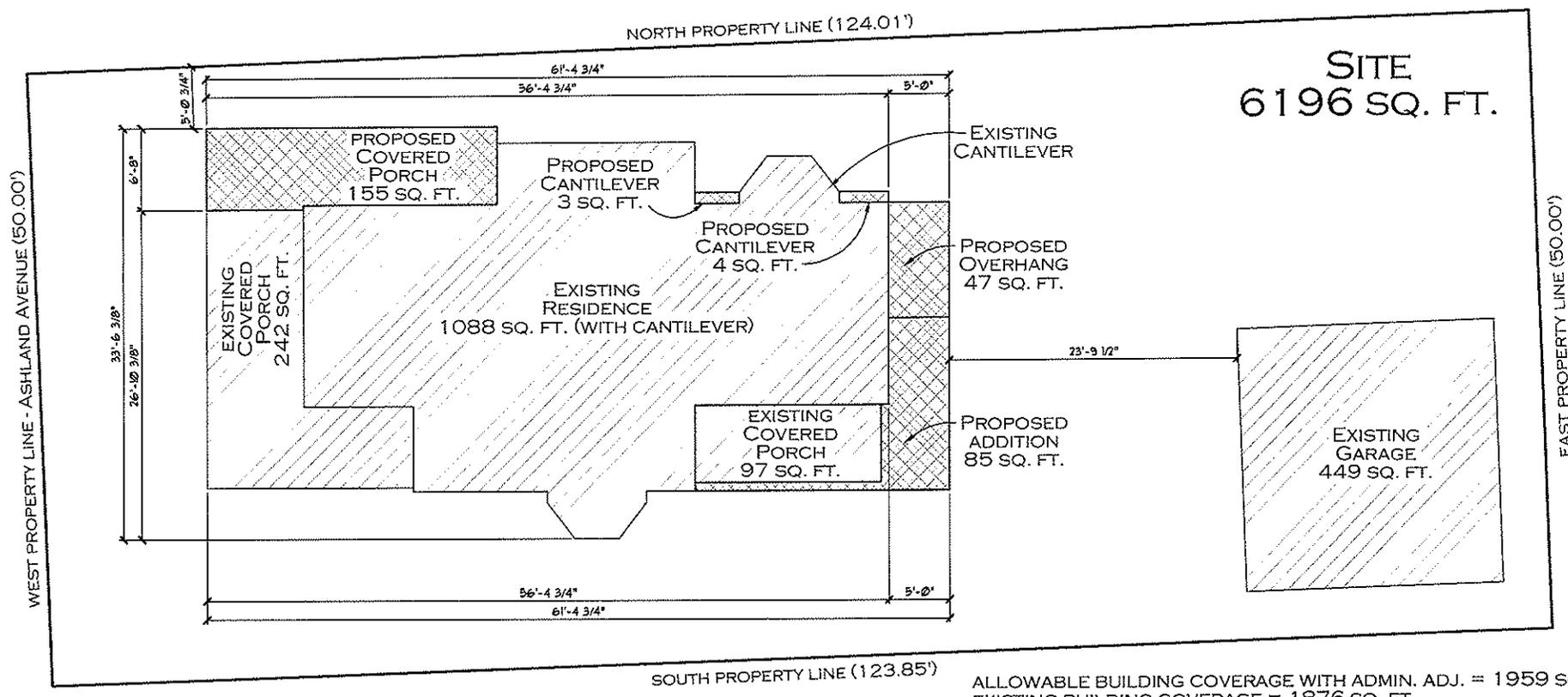
- a. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or*
- b. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or*
- c. Would substantially increase congestion in the public streets due to traffic or parking; or*
- d. Would unduly increase the danger of flood or fire; or*
- e. Would unduly tax public utilities and facilitates in the area; or*
- f. Would endanger the public health or safety."*

This home is located within the Historic District of the Village. As documented in the attached 1905 picture from the La Grange Historical Society, the petitioner seeks to restore an historic front porch. The petitioner also believes that the requested one-story addition would not adversely affect the character of the neighborhood.

No Other Remedy - *"There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property."*

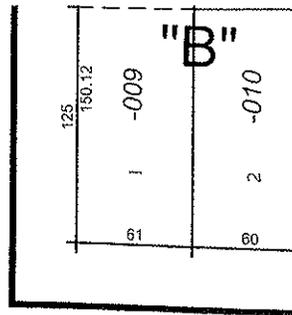
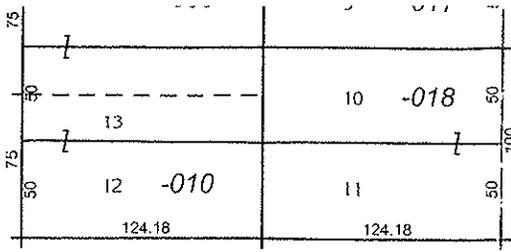
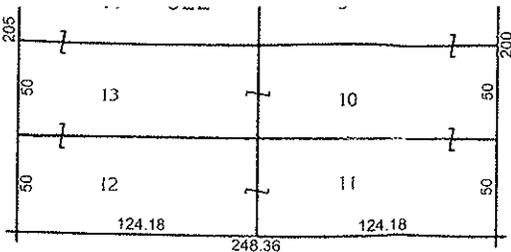
The petitioners believe that no other remedy would improve the house while still maintaining the charm and beauty and restoring the house its original design.

1 proposed 2001...
 233 S. Ashland
 1318-9



SITE
6196 SQ. FT.

ALLOWABLE BUILDING COVERAGE WITH ADMIN. ADJ. = 1959 SQ. FT.
 EXISTING BUILDING COVERAGE = 1876 SQ. FT.
 PROPOSED BUILDING COVERAGE WITHOUT NEW PORCH = 2015 SQ. FT.
 PROPOSED BUILDING COVERAGE WITH NEW PORCH = 2170 SQ. FT.

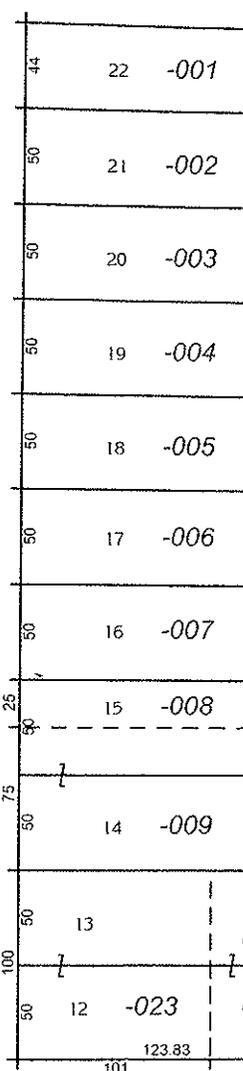
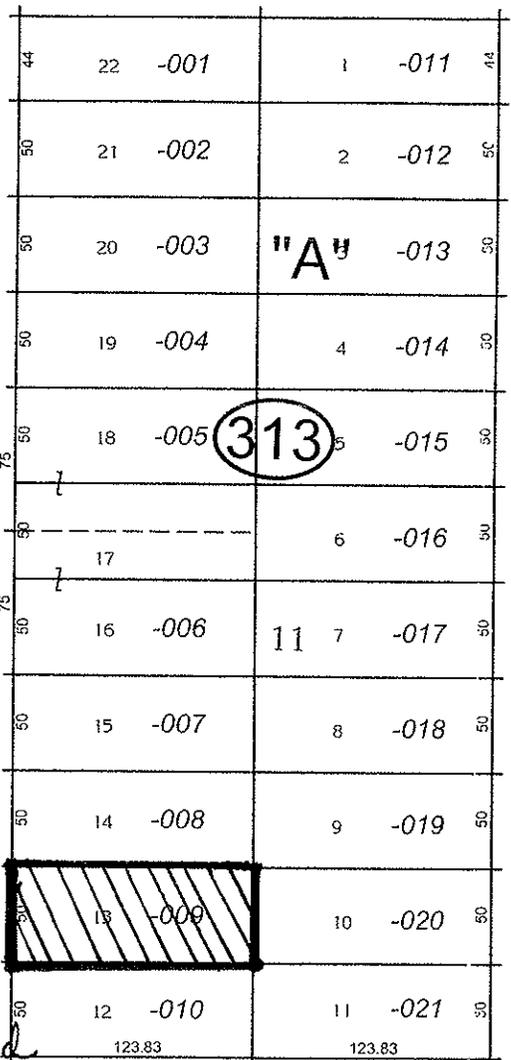
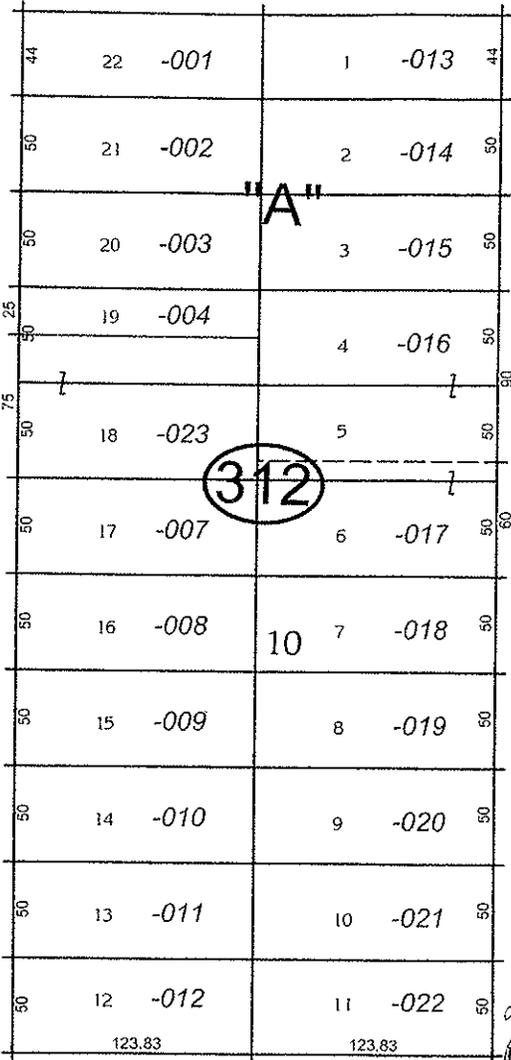


ELM AVE

CATHERINE AVENUE

ASHLAND AVENUE

MADISON AVENUE



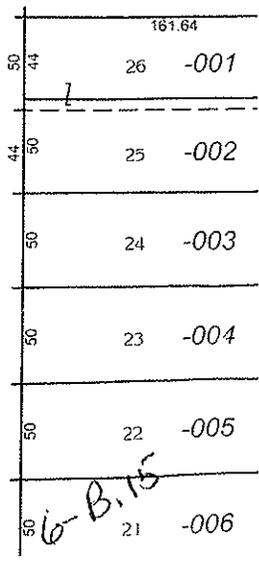
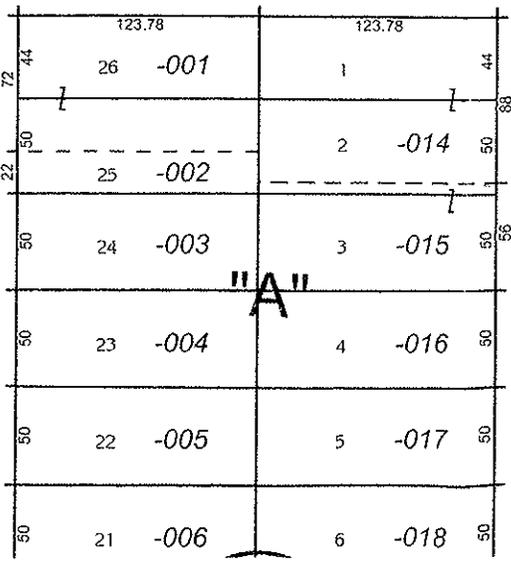
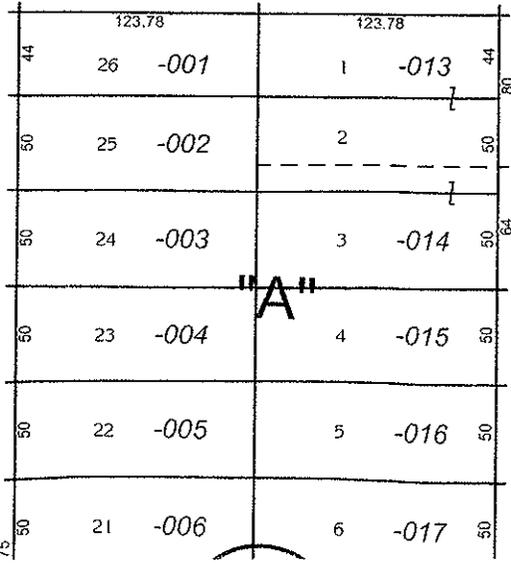
233 S. Ashland

MAPLE AVE

INE AVE

D AVE

N AVE



6-B.15

APPLICATION FOR ZONING VARIATION

Application #
Date Filed
L.A.R.C.O. #

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

(Please type or print)

Application is hereby made by Debra Brown

Address: 233 S. Ashland Ave., La Grange, Ill. Phone: (630) 590-9112

Owner of property located at: 233 S. Ashland Ave., La Grange, Ill. 60525

Permanent Real Estate Index No: 18-04-813-009-0000

Present Zoning Classification: RM Present Use: Residential

Ordinance Provision for Variation from Article # 3-11 of Zoning Ordinance, to wit:

A. Minimum Variation of Zoning requirement necessary to permit the proposed use, construction, or development:

B. The purpose thereof:

C. The specific feature(s) of the proposed use, construction, or development that require a variation:

see attached responses



6-B.16

See attached responses

PLAT OF SURVEY must be submitted with application. The plat should show any existing buildings on the petitioned property as well as any existing buildings on property immediately adjacent. It should also show any proposed new construction in connection with the variation, including landscaping, fencing, etc.

A visual proposal depicting the final plan, including but not limited to detailed renderings and/or plans of what is intended to be built.

1. General Standard. The Petitioner must list below **FACTS AND REASONS** substantially supporting each of the following conclusions or the petition for variation cannot be granted. (if necessary, use additional page)

a. State practical difficulty or particular hardship created for you in carrying out the strict letter of the zoning regulations, to wit:

b. A reasonable return or use of your property is not possible under the existing regulations, because:

c. Your situation is unique (not applicable to other properties within that zoning district or area) in the following respect(s):

2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

6-B.17

see attached responses

3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid

4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

5. Not Merely Special Privilege. The alleged hardship or difficulty is not merely inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

6. Code and Plan Purposes. The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

6-B.18

see attached responses

7. Essential Character of the Area. The variation would not result in a use or development on the subject property that:

- (a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
- (b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
- (c) Would substantially increase congestion in the public streets due to traffic or parking; or
- (d) Would unduly increase the danger of flood or fire; or
- (e) Would unduly tax public utilities and facilities in the area; or
- (f) Would endanger the public health or safety.

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

* * *

NOTICE: This application must be filed with the office of the Community Development Director, accompanied by necessary data called for above and the required filing fee of Five Hundred Dollars (\$500.00).

The applicant must submit seventeen (17) 11 x 17 or 8 ½ x 11 copies of any drawings, plats of survey, etc., required for this application a minimum of thirty days in advance of the public hearing date.

If possible, please submit electronic copies of plans.

The above minimum fee shall be payable at the time of the filing of such request. It is also understood that the applicant shall reimburse the Village any additional costs over and above these minimums, which are incurred by the Village, including but not limited to the following:

- (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);

6-B.19

- (c) Document Preparation and Review (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (d) Professional and Technical Consultant Services (direct cost);
- (g) Legal Review, Consultation, and Advice (direct cost);
- (h) Copy Reproduction (direct cost), and
- (i) Document Recordation (direct cost); and
- (j) Postage Costs (direct cost).

Such additional costs shall be paid by the applicant prior to the Board of Trustees making a decision regarding the request.

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.

[Handwritten Signature]
 (Signature of Owner or Contract Purchaser)

253 S. Ashland Ave.
 (Address)

La Grange
 (City)

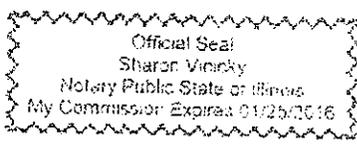
IL
 (State)

60525
 (Zip Code)

Subscribed and sworn to before me this 1st day of June, 2011.

[Handwritten Signature]
 (Notary Public)

(Seal)



Enclosures:

6-B, 20

(FOR VILLAGE USE ONLY)

1. Filed with Office of the Community Development Director: _____, 20____.
2. Transmitted to Zoning Board of Appeals at their meeting held:
3. Continuation (if any):
4. Notice of hearing published in: _____ on:
5. Findings and Recommendation of Zoning Board of Appeals referred to Village Board at Meeting of:
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:

Conditions Imposed:

6-B, 21

Brown variance responses:

- A. 176 square feet of front open porch building coverage and 57 square feet of closed building coverage at rear.
- B. To restore an original historic feature and to create a usable home office for two work-from-home parents as part of an interior remodeling project.
- C. Addition for completion of a once intact street-facing wrap-around porch as seen in a 1905 photograph from the La Grange Historical Society as well as additions to help repurpose rooms and create a usable first floor home office.
 - 1a. The practical difficulty keeping the owners from carrying out the strict letter of the zoning regulation with regard to building coverage is trying to add space to a unique existing plan without diminishing its original characteristic shape.
 - 1b. A reasonable use of the owners property is not possible without the additional building coverage necessary to create a usable first floor home office.
 - 1c. The cross-shaped structure of the house makes it unique among the surrounding rectangular-shaped houses. The cross-shape makes it more difficult to repurpose and add space efficiently while keeping true to the original historic house form.
2. While trying to work within the current interior / exterior of the cross-shaped structure it is not possible to add a home office without losing current living space and the architectural integrity of the original design. In addition, the house ,as recently purchased, was non-conforming to start – over the maximum building coverage by 27 square feet giving the owners a balance of only 73 feet to work with while trying to fall within the square footage permitted under administrative adjustment.
3. The unique physical condition leading to the hardship was already present when the owners bought the property last year.
4. The strict adherence to the allowable building coverage would deprive the owners and neighborhood of the restoration of an original historic wrap-around porch and the owners a usable space for critical home office functions.
5. The motivation to restore the front porch to its original size and condition is based on the owners' love of the neighborhood and commitment to stay for the long haul. The need for a flexible dedicated home office is becoming the norm for families for a variety of reasons including requirements from employers, lessening the environmental impact of daily commuting and a stronger connection to family life.
6. The proposed addition would not have a significant impact on the harmony the building coverage provision seeks to impart in a residential setting. We believe that the completion of the original front porch as well as the architecturally sensitive additions to the rear of the home would be a welcome addition to the neighborhood.
7. We do not believe the proposed addition would, in any way, be detrimental to the character of the area.
8. From the start the goal of the owners was to repurpose the spaces of their older home to serve the present needs of their family while keeping within the existing building coverage and additional space permitted through the administrative adjustment process. While the majority of repurposing has stayed within the allowable building coverage and space permitted through the administrative adjustment process, some spaces, including the front porch and home office have put the owners over the allowable by 11.9 percent with the front porch (a great addition to the neighborhood) and 2.9 percent without.

6-B.22

6-B.23

1905 Photograph of 233 S. Ashland. La Grange, IL

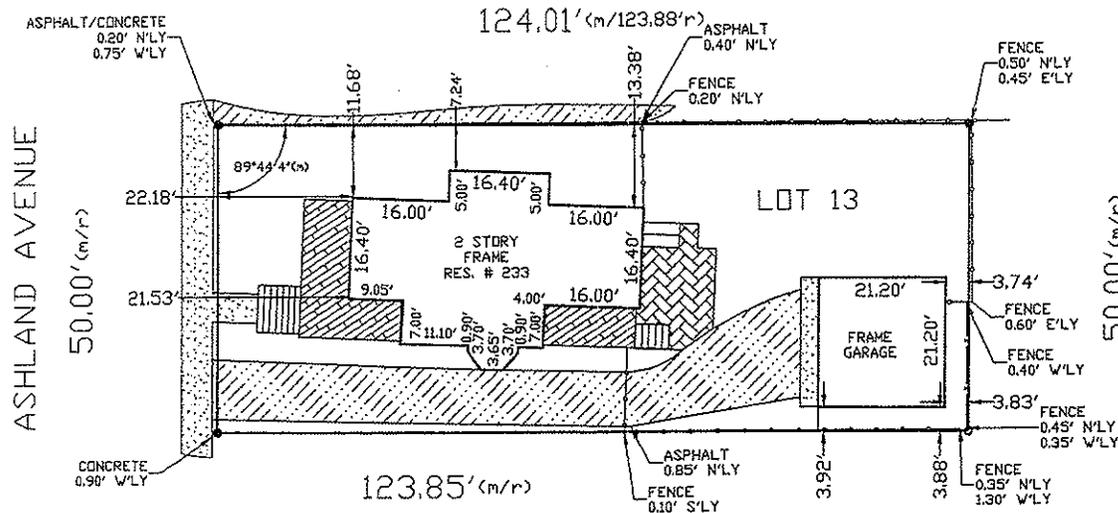


Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 13 IN BLOCK 11 IN LAGRANGE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER LYING SOUTH OF CHICAGO BURLINGTON AND QUINCY RAILROAD, IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



State of Illinois }
 County of Will } SS

I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat herein drawn is a correct representation of said survey.

Dated, this 15th day of JULY, A.D., 2011, at Bolingbrook, IL.

FIELDWORK DATE: JULY 14, 2011

Michael G. Herwy
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2012

CLIENT: MCMAHON

JOB NO.: 70925-11

LEGEND:

	ASPHALT		WALL		CONCRETE
	WOOD/PVC		BRICK		ENCLOSED/COVERED

SET

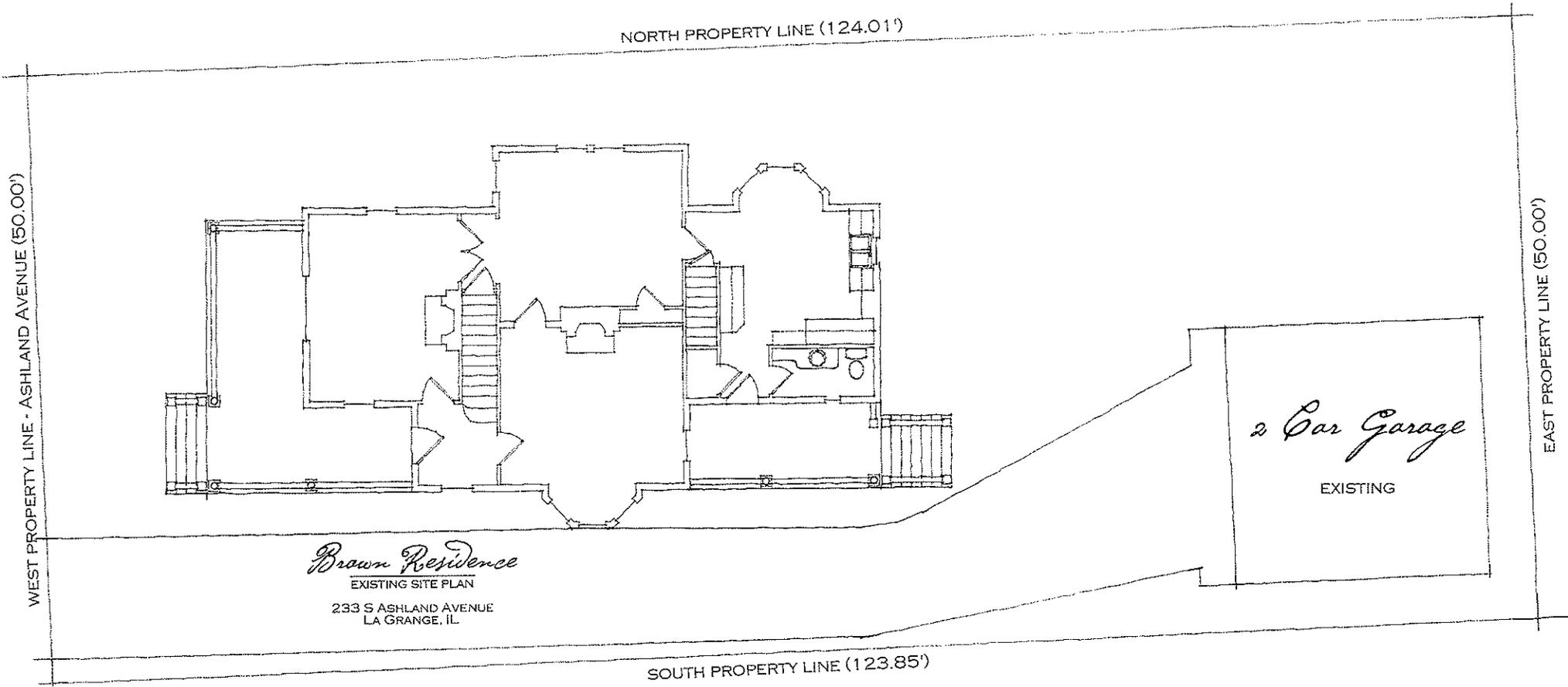
● IRON PIPE	+ CROSS
○ IRON PIPE	■ REBAR/ROD
○ PK NAILS AS NOTCH	- NOTCH
○ CHAIN LINK FENCE	
○ WOOD FENCE	
○ ALL OTHER FENCE TYPES	

ABBREVIATIONS:

A = ARC LENGTH	NLY = NORTHERLY
R = RADIUS	SLY = SOUTHERLY
CH = CHORD LENGTH	Ely = EASTERLY
(r) = RECORD VALUE	WLY = WESTERLY
(m) = MEASURED VALUE	TYP = TYPICAL
P.U.E. = PUBLIC UTILITY EASEMENT	
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT	

SCALE 1" = 20'

NOTES:
 1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
 2. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBMISSION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
 3. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.15 FEET OR MORE.
 4. ALL DIMENSIONS ARE TANGENT UNLESS OTHERWISE NOTED.

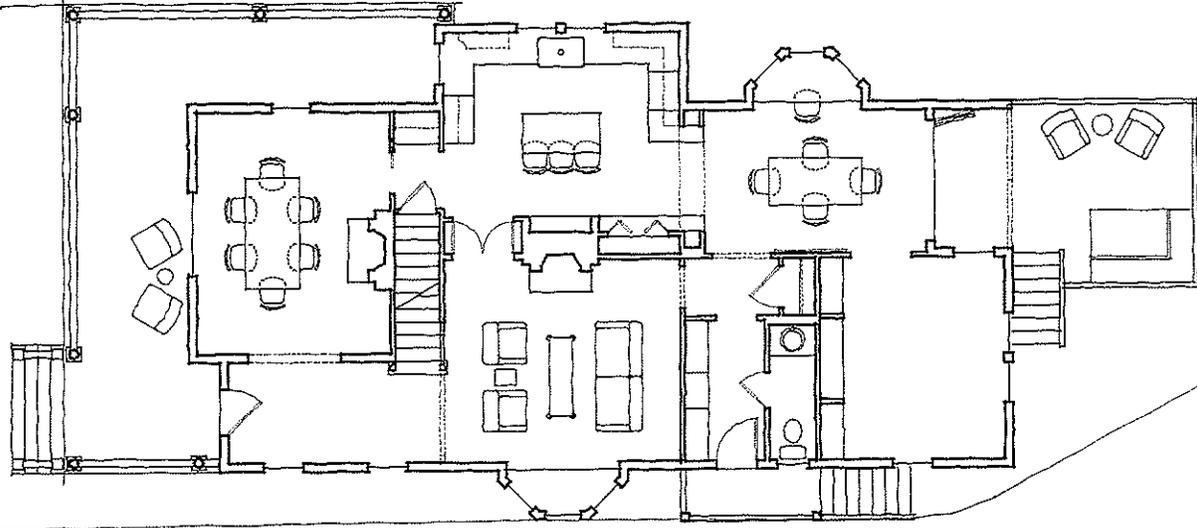


6-B-25

WEST PROPERTY LINE - ASHLAND AVENUE (50.00')

5'-0" 3/4"

NORTH PROPERTY LINE (124.01')



Brawn Residence

PROPOSED SITE PLAN

233 S ASHLAND AVENUE
LA GRANGE, IL

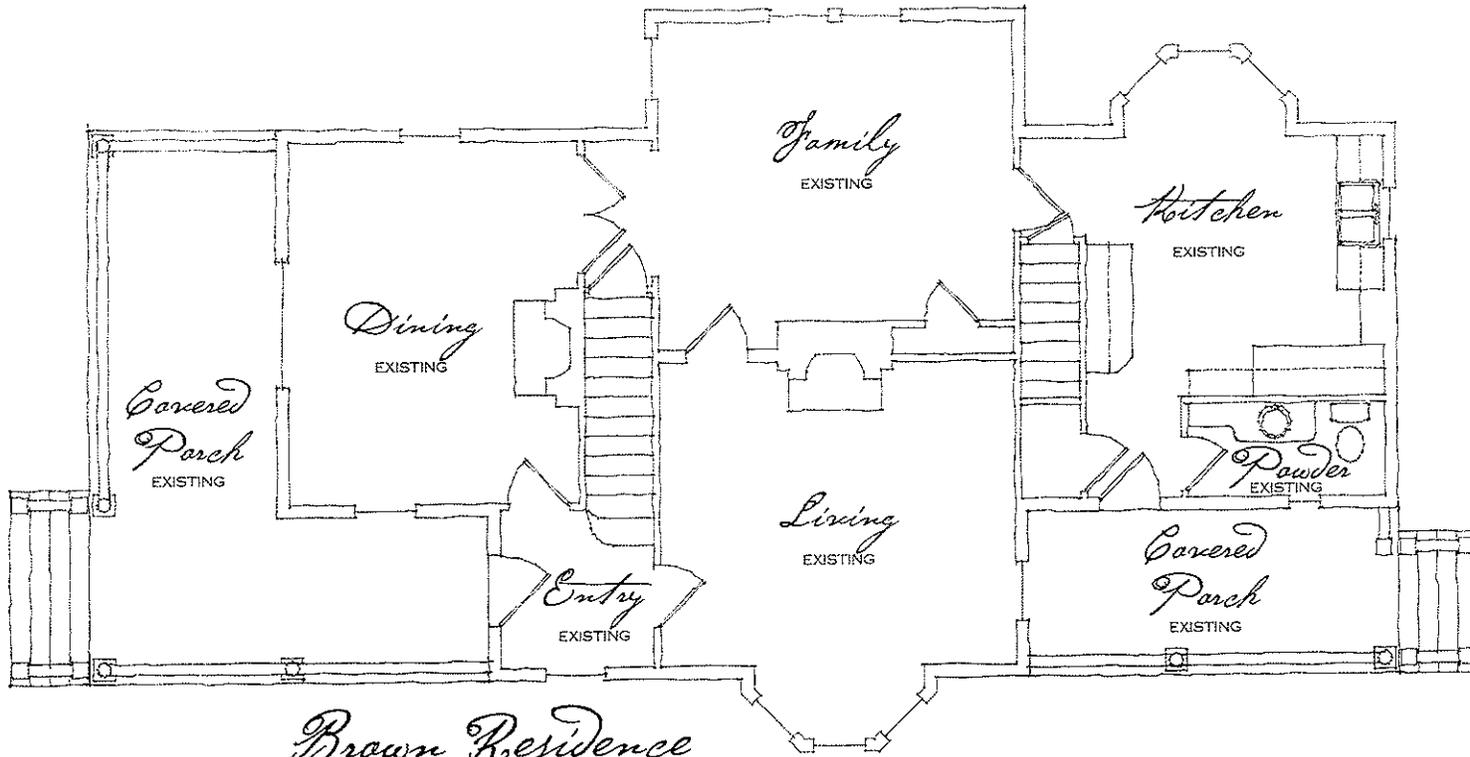
SOUTH PROPERTY LINE (123.85')

2 Car Garage

EXISTING

EAST PROPERTY LINE (50.00')

09-13-26

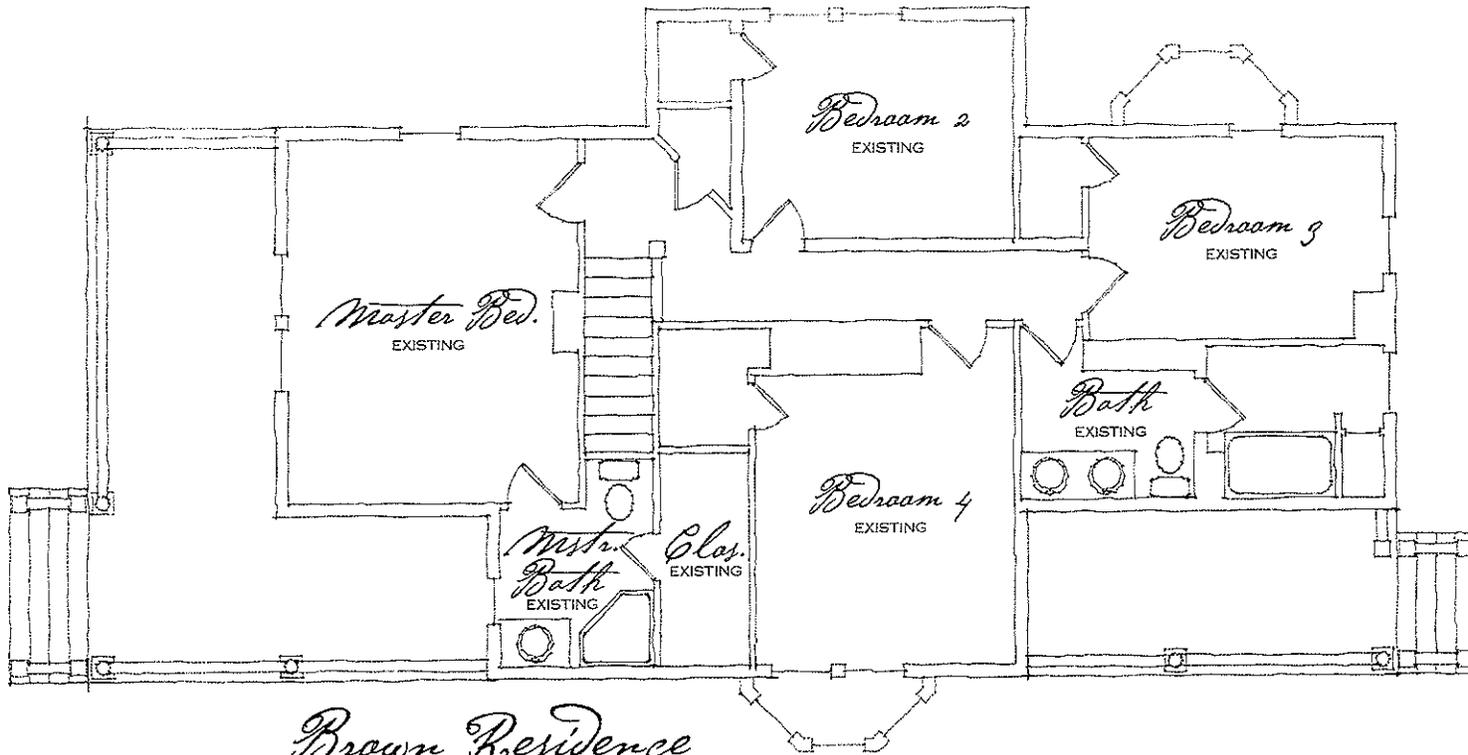


Brown Residence

EXISTING FIRST FLOOR PLAN

233 S ASHLAND AVENUE
LA GRANGE, IL

12-B.27



Brown Residence

EXISTING SECOND FLOOR PLAN

233 S ASHLAND AVENUE
LA GRANGE, IL

6-B, 29



Brown Residence

EXISTING WEST ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-B.30



Brown Residence

PROPOSED WEST ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-13-31



Brown Residence

EXISTING SOUTH ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-B.32



Brown Residence

PROPOSED SOUTH ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-B.33



Brown Residence

EXISTING EAST ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-13-34



Brown Residence

PROPOSED EAST ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-B, 35



Brown Residence

EXISTING NORTH ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

6-B.36



Brown Residence

PROPOSED NORTH ELEVATION

233 S. ASHLAND AVENUE
LA GRANGE, IL

10-19-37

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

TO: Village President, Board of Trustees,
And Village Clerk

FROM: Robert J. Pilipiszyn, Village Manager
Mark Burkland, Village Attorney
Patrick Benjamin, Community Development Director

DATE: January 28, 2013

RE: **ORDINANCE – SUBDIVISION OF LOTS - GORDON PARK, Park District
of La Grange and Village of La Grange.**

The Park District of La Grange has filed an application for subdivision of three parcels of property including two small portions of Gordon Park and a portion of vacated Shawmut Avenue (A copy of the proposed Plat of Subdivision is attached.) All three of the parcels within the proposed subdivision are located within the OS Open Space District. Lot 1 is used for vehicular access to Gordon Park and the YMCA property, Lot 2 is the current location of the Park District's maintenance shed, and Lot 3 is used by the Park District as a passive recreation area.

The three lots included in the plat of subdivision were part of the proposed redevelopment of the YMCA property in 2007-2008. The Park District contracted to sell Lots 2 and 3 to the developer, Atlantic Realty Partners, to facilitate that proposed redevelopment. Lot 2 was part of the multiple family portion of the redevelopment and Lot 3 was designated for the townhouse portion of the redevelopment. This redevelopment project was approved by the Village Board but ultimately was not constructed due to adverse economic factors.

In tandem with the proposed redevelopment of the YMCA property in 2007-2008, the Village and the Park District entered into a land exchange agreement whereby among other things the Park District transferred the vacated Shawmut Avenue parcel (Lot 1 on the plat) to the Village and the Village transferred the east-half of the Village Parking Lot #14 to the Park District. Although the land exchange agreement was set to expire on December 31, 2012, the Village signed the Park District's application for subdivision approval as co-applicant because the Village still retained ownership of the vacated Shawmut Avenue parcel (Lot 1) at the time that the application was originally filed by the Park District in December 2012.

The Park District filed for this subdivision so that the recorded plat would more accurately define the boundaries of the three parcels, once the land exchange agreement expired.

On January 8, 2013, the Plan Commission held a public meeting regarding this application. The Plan Commission found that the proposed subdivision meets the requirements of all applicable codes, and the Plan Commission unanimously recommended that the Village Board approve the subdivision as proposed.

b-c

Staff concurs with the recommendation of the Plan Commission and the Village Attorney has prepared the attached ordinance approving the subdivision for your consideration.

6-c.1

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAT OF SUBDIVISION
RELATING TO PROPERTY OWNED BY THE VILLAGE OF LA GRANGE
AND THE PARK DISTRICT OF LA GRANGE

WHEREAS, the Park District of La Grange and the Village of La Grange jointly applied for approval of a plat of subdivision (the "Plat") that would delineate the boundaries of three abutting parcels of property, two of which are owned by the Park District and one of which is owned by the Village; and

WHEREAS, Lot 1 depicted on the Plat is owned by the Village and Lots 2 and 3 on the Plat are owned by the Park District; and

WHEREAS, as provided by the Village's Code of Ordinances, the La Grange Plan Commission conducted a public hearing to consider the application for approval of the Plat on January 8, 2013; and

WHEREAS, the Plan Commission, after considering all of the factors relating to approval of a plat of subdivision, unanimously recommended approval of the Plat; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that the Plat satisfies the standards applicable to plats of subdivision;

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

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

Section 2. Approval of Plat of Subdivision; Authorization to Execute and Record. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Code of Ordinances, hereby approves the Plat in the form attached to and by this reference incorporated into this Ordinance as Exhibit A. The Village President and Village Clerk are hereby

6-C.2

authorized and directed to execute the Plat as appropriate and cause it to be recorded in the office of the Cook County Recorder.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this ____ day of _____ 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2013.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

6-C.3

