

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, MARCH 11, 2013

7:30 p.m.

BOOK 1 of 2

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
BOARD OF TRUSTEES REGULAR MEETING

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

AGENDA

Monday, March 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. PRESIDENT'S REPORT
 - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
 - This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*

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

 - A. Ordinance – Variation – Maximum Building Coverage and Maximum Lot Coverage / Mary Nicholas, 235 S. La Grange Road

 - B. Request to Purchase – Parking Citation Management Software

 - C. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, February 25, 2013

 - D. Consolidated Voucher 130311

5. CURRENT BUSINESS

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

A. Ordinance – (1) Vacation of Right of Way and (2) Special Use Permit, Planned Development Concept and Final Site Plans to Authorize a Multiple Family Residential Building, 1407 W. Cossitt Avenue, Big Tuna's, Inc.: *Referred to Trustee Nowak*

B. Contract – Group Health and Life Insurance Renewal: *Referred to Trustee Langan*

6. MANAGER'S REPORT

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

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.

8. EXECUTIVE SESSION

The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.

9. TRUSTEE COMMENTS

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

10. ADJOURNMENT

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

OMNIBUS VOTE

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: March 11, 2013

RE: **ORDINANCE - VARIATION - MAXIMUM BUILDING COVERAGE AND
MAXIMUM LOT COVERAGE/ MARY NICHOLAS, 235 S. LA GRANGE
ROAD.**

Mary Nicholas, owner of the property at 235 S. La Grange Road, has applied for variations from maximum building coverage and lot coverage to replace a rear egress stairway and a two-car detached garage. The stairway of the property is dilapidated and partially supported by the detached garage; both structures currently do not comply with zoning and building codes.

The subject property is a legal nonconforming two-flat located in the R-3 Single Family Residential District. The property in question is typical of properties between Seventh and Madison, and Cossitt to 47th Avenue with a 50-foot width and a depth of 150 feet. The proposed two-car 20 ft. by 20 ft. (400 square feet) detached garage would be smaller than the maximum gross floor area, 600 square feet, allowable for a detached garage on a zoning lot similar in size to the subject property.

Currently, the subject property exceeds both the maximum allowable building coverage and lot coverage. In addition, the detached garage does not comply with the 10-foot separation required between accessory structures and principal structure; therefore, the existing garage is considered a "nonconforming structure." According to the Zoning Code, a nonconforming structure may not be moved unless the new structure meets all the zoning requirements. Because the proposed garage would exceed coverage requirements, a building permit could not be issued to move the garage to a new location that would meet the spacing requirements.

Maximum Building Coverage for this property is 30% (2,250 square feet). The two-flat with the detached garage currently exceeds the maximum allowable building coverage for this lot. Construction of the proposed garage would slightly increase building coverage to 2,279 sq. ft. exceeding the building coverage by approximately 20%. The Zoning Code allows a variation to increase building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

4-A

In addition, as you may recall, the Village created a new standard in August 2007 limiting the amount of impervious area permitted on lots in the single family districts. Maximum allowable lot coverage of 45% with allowances for the detached garage and driveway is 4,025 square feet. As proposed, the new garage would decrease lot coverage by approximately 227 square feet to 4,811.76 square ft., which would still exceed the Maximum Lot Coverage set forth in Subsection 3-110F by 19.6 %. Subparagraph 14-303E1(c) (Authorized Variations) allows the increase of the allowable building and lot coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

On February 21, 2013, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the public hearing, a representative of the petitioner presented the application. Commissioners voted unanimously (7/0/0) to recommend that the variation be granted as requested

Commissioners voted in support of this application, because they felt that several factors met the standards for variation, including the following:

- The property is unique due to the existing legal nonconforming structure, nonconforming use as a two-flat and multiple safety issues;
- Moving the garage to the rear corner of the property adds green space to the back yard and is consistent with single family residences throughout the Village;
- The proposed garage size is the minimum necessary for two vehicles;
- A safe stairway egress is a substantial right; and
- No other remedy would alleviate the Code issues with the egress stairway and required separation of the garage from the house.

Staff has prepared the attached ordinance authorizing the variations for your consideration.

4-A.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-13-_____

AN ORDINANCE GRANTING A ZONING VARIATION
FOR CONSTRUCTION OF A DETACHED GARAGE AND REAR ENTRYWAY
AND RELATED IMPROVEMENTS AT 235 SOUTH LA GRANGE ROAD

WHEREAS, Mary Nicholas, the owner of a two-family dwelling on property commonly known as 235 South La Grange Road, La Grange, Illinois, and legally described as follows:

Lot 13 in Block 10 in Leiter's 2nd Addition to LaGrange, being a Subdivision of that part of the West 1095 feet of the Southeast Quarter of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, lying North of the South 710 feet, in Cook County, Illinois.

has applied for variations from Paragraph 3-110E1 (maximum building coverage) and Subsection 3-110F (maximum lot coverage) of the La Grange Zoning Code to authorize replacement of a detached garage and covered rear entry at the subject property (the "*Proposed Improvements*"); and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing to consider the application on February 21, 2013, pursuant to proper public notice, and recommended in its Findings and Recommendation dated February 21, 2013, that the variations 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.

Section 3. Grant of Variation from Maximum Lot Coverage. 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 lot coverage standard of Subsection 3-110-F of the La Grange Zoning Code to increase the

4-A.2

maximum lot coverage in an amount equal to, but not greater than, the building coverage necessary to authorize construction of the Proposed Improvements.

Section 4. Conditions on Approvals. The approvals of the variations are granted expressly subject to all 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 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. 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

4-A.3

FINDINGS OF FACT

DRAFT

ZONING BOARD OF APPEALS
OF THE
VILLAGE OF LA GRANGE

February 21, 2013

President Asperger and
Board of Trustees

RE: **ZONING CASE #595 - VARIATION – 235 S. LA GRANGE ROAD, MAXIMUM BUILDING AND LOT COVERAGE TO AUTHORIZE THE REPLACEMENT OF A COVERED REAR ENTRYWAY AND DETACHED GARAGE, MARY NICHOLAS.**

The Zoning Board of Appeals transmits for your consideration its recommendations for zoning variation necessary to replace a rear entry and detached garage at the property at 235 S. La Grange Road.

I. THE SUBJECT PROPERTY:

The subject property in question is a residential lot, 50 feet wide with a depth of 150 feet. The use is an existing legal non-conforming two-unit building.

II. CHARACTERISTICS OF THE SURROUNDING AREA:

The subject property is located in the R-3 Single Family Residential District.

III. VARIATIONS SOUGHT:

The applicant seeks variations from Paragraph 3-110E1 (Maximum Building Coverage) and Subsection 3-110F (Maximum Lot Coverage) of the Village of La Grange Zoning Code. The applicant wishes to exceed the allowable building coverage by 20% and the allowable lot coverage by 19.6%. At the public hearing, the applicant requested the variations to allow the replacement of a covered rear entry and a two car detached garage at the subject property.

Paragraph 14-303E1(c) (Authorized Variations) allows the increase of maximum allowable building or lot coverage by no more than 20%. The requested variations fall 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 variations in the La Grange Village Hall Auditorium on February 21, 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. Testimony was given under oath by the applicants. No objectors appeared at the hearing. No written objections have been filed to the proposed variation.

4-A.4

DRAFT

FF --ZBA Case #595
RE: 235 S. La Grange Road
Variation –Maximum Building& Lot Coverage
February 21, 2013 - Page 2

Chairperson Brewin swore in Dave Mitchell, Architect, representative of Mary Nicholas, the owner of the property at 235 S. La Grange Road, who presented the application and answered questions from the Commissioners. The property owner Mary Nicholas was also present:

- Mr. Mitchell explained that the existing second floor egress stair directly off the east side of the two-flat is bearing on an existing masonry garage. The application is to replace the stairway and masonry garage. The property currently exceeds both building and lot coverage. This is a pre-existing legal non-conforming structure that cannot be replaced within the code requirements due to the garage location within 10 feet of the house. The project includes a slight increase in the building coverage in order to round up the garage dimensions to be 20 by 20 and a slight decrease in the lot coverage by replacing a portion of the back porch and garage with a permeable deck.

Chairperson Brewin solicited questions from the Commissioners:

- Commissioner Finder asked for clarification on the new site plan and noted that there was an inconsistency in the building coverage. Answer: The actual building coverage is 2,714 square feet.
- Commissioner Hoffenberg asked about other remedies. Answer: Replacement of the garage in its current location would violate the zoning and building spacing regulations. To comply, required fire-rated construction would add significant cost to the project. In addition, the stairway needs to be increased in size to meet the building code, which cannot be done without moving the detached garage.
- Commissioner O'Connor asked if a variation would be required to rebuild the exact same structure. Answer: Ms. Mesaros stated that her understanding from conversations with the Village's Building Inspector is that they cannot rebuild the stairway without moving the garage. The size of the stairway must be increased in order to meet the building code.
- Commissioner Naseef asked if the deck counted toward the maximum lot coverage as proposed. Answer: No.
- Chairperson Brewin asked for clarification as to whether or not the deck would impact impervious surface. Answer: No, water would drain through it.
- Commissioner O'Connor asked whether there are similar properties to this one. Answer: There are a few non-conforming two-flats located close to downtown, but not many.

Chairperson Brewin solicited questions and comments from the Audience:

4-A.5

DRAFT

- Dan Dzanich, 243 S. La Grange Road, stated that he resides directly to the south at the corner, and he has lived at this location for fifteen years. He believes the current garage location is not in character with the residential neighborhood. Moving it towards the back of the property would make it feel more residential and open up the back yard to provide additional green space. He said the current new owner Ms. Nicholas, is doing terrific improvements to the property and he would encourage approval of this application.

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 of most single lots in the R-3 Single Family Residential District between Seventh and Madison Avenue, from 47th Street, north to Cossitt Avenue. This lot measures 50 feet wide by 150 feet deep. The subject property is located within the Village's Historic District on a major arterial, State highway La Grange Road.

The position of the house on the lot is unique. When the house was constructed in the early 1900s, the property included the lot to the south. At some point prior to 1966, this property was subdivided, which created non-conformities for the side yard setback, building coverage and lot coverage. Also unique is the legal non-conforming two-flat located within a single-family district.

2. Not Self-Created:

The Petitioner purchased the property in 2012 and has made no changes that affect the lot or building coverage.

3. Denied Substantial Rights:

A two-car garage is a right enjoyed by many residents in La Grange for automobiles and storage. The petitioner wishes to enjoy the same rights as other Village residents. The Zoning Code also requires a minimum of two parking spaces per unit for two-family buildings.

4. Not Merely Special Privilege:

The Petitioner proposes to construct a 20 ft. by 20 ft. (400 square feet) two-car detached garage, which is smaller than the maximum allowable on lots similar in size (600 square feet).

4-A.6

DRAFT5. Code and Plan Purposes:

The Zoning Code requires two spaces per unit for two-family buildings, and the Village does not allow overnight parking on the street. Therefore, the requested variation would allow a detached garage in which to park two vehicles. The proposed garage would meet the standard allowable floor area, 400 square feet, which is smaller than the maximum allowable size garage on a standard/small zoning lot similar to the petitioner's lot (600 square feet).

In August 2007, the Village adopted a new requirement for lot coverage that limited the amount of impervious area on lots in the single family districts. Lot coverage limits "impervious surface," which includes houses, garages, sheds and other buildings, decks and patios, sidewalks, driveways, and other paved areas, compacted gravel and similar areas that are constructed in a manner that causes water runoff. Lot coverage calculations include incentives to encourage desirable design elements such as detached garages and front porches. (At community meetings, we found that among the top priorities were bonuses for detached garages and front porches and preclusion of front facing garages.) This application is consistent with that purpose and actually reduces the amount of impervious surface on this lot.

6. Essential Character of the Area:

The petitioner believes that the requested variation would not adversely affect the character of the neighborhood. A two-car detached garage in the back corner of the property, 3 feet from the property lines, is in character with the surrounding area and is a design element that the Village encourages through incentives for lot coverage.

7. No Other Remedy:

One option might be to uncover the stairway in order to reduce building coverage, however this is the most practical entrance for the tenant of the two-flat to use as the primary entrance from the garage. Covered stairs provide snow and ice protection. Another option would be to demolish the garage and replace with surface parking. However, the petitioner believes that replacement of covered parking is reasonable.

This is a pre-existing, legal nonconformity. A variation is the only possible course of action to replace the detached garage and a dilapidated two-story enclosed rear entry stairway, which serves as the required second means of egress for this structure. Under the Zoning Code regulations, the petitioner could not correct building code issues and provide a safe means of egress as well as covered parking spaces without a variation from coverage requirements, because the existing house currently exceeds the maximum allowable building coverage and lot coverage.

4-A-7

DRAFT

V. FINDINGS AND RECOMMENDATION:

- Commissioner Naseef stated that she is inclined to say that this is a unique property due to the non-conforming structure and multiple safety issues and she believes that replacement of the garage in the same location would not be a good remedy.
- Commissioner Pappalardo stated that the proposed modifications are for the minimum size garage and the minimum size stairway. Rebuilding within the minimum footprint to correct the Code issues is more than a reasonable request.
- Chairperson Brewin stated that she believes that it is important to have a safe stairway for egress.
- Commissioner Hoffenberg stated that he is satisfied that there is no other remedy and that this solution would alleviate the Code issues with the stairwell.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Pappalardo and seconded by Commissioner Finder that the Zoning Board of Appeals recommend to the Village Board of Trustees approval of the application submitted with ZBA Case #595.

Motion carried by a roll call vote (7/0/0).

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

Be it therefore resolved that the Zoning Board of Appeals recommend to the Village Board of Trustees Approval of the variations from Paragraph 3-110E1 (Maximum Building Coverage) and SubSection 3-110F (Maximum Lot Coverage) of the Village of La Grange Zoning Code to allow replacement of a two-story covered rear entry and detached garage at 235 S. La Grange Road.

Respectfully submitted:

Zoning Board of Appeals of the
Village of La Grange

BY: _____
Ellen Brewin, Chairperson

4-A.8

STAFF REPORT

CASE: ZBA #595 – Mary Nicholas –235 S. La Grange Road - Maximum Building Coverage and Maximum Lot 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.)

The petitioner, Mary Nicholas, recently purchased the subject property at 235 S. La Grange Road. This property is a legal non-conforming two flat located within the R-3 Single Family district. The property was previously a foreclosure with multiple Code violations such as weeds, trash, etc. Ms. Nicholas proposes several improvements to the property, including replacement of a two-story covered rear-entry and a 20 ft. by 20 ft. two-car detached garage.

Currently, the covered stairway is dilapidated and partly supported by the detached garage. Village zoning and building code regulations require a setback of 10 feet between principal and accessory structures. The detached garage does not comply with this spacing requirement. The petitioner proposes to move the garage in order to comply with the distance requirements. According to the Zoning Code Subsection 12-104 C, *“No nonconforming structure shall be moved in whole or in part, for any distance whatsoever, to any other location on the same lot... unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.”* The proposed garage is by definition a nonconforming structure and would still exceed the maximum allowable lot and building coverage if it is moved. Therefore, a building permit could not be issued. Construction of the replacement detached garage, as proposed, requires variations from building and lot coverage.

Maximum allowable building coverage for this lot is 2,250 square feet. Currently the property exceeds the allowable building coverage by approximately 435 square feet. The proposed two-car garage would slightly increase coverage by approximately 29 square feet, exceeding the Maximum Building Coverage of 30% set forth in Paragraph 3-110E1 by 464.50 square ft. or 20 %. Subparagraph 14-303E1(c) (Authorized Variations) allows the increase of the maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

In addition, maximum allowable lot coverage for this lot is 4,025 square feet, including allowances for the detached garage and driveway. The proposed two-car garage would decrease the existing impervious surface area bringing the coverage to 4,811.76 square ft., a reduction of approximately 227 square feet from the existing lot coverage. The proposed coverage exceeds the Maximum Lot Coverage of 45% set forth in Subsection 3-110F by 787 square ft. or 19.6 %. Subparagraph 14-303E1(c) (Authorized Variations) allows the increase of the maximum allowable lot coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

4-A.9

VARIATION STANDARDS

General Standard - *"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."*

The petitioner's proposed construction would replace a dilapidated two story covered stairway and a detached garage that is also not in good condition. This project would bring the property into compliance with the building code requirements for the rear entrance and with the building and zoning requirements for minimum distance between the house and garage. In order to meet Code standards, the detached garage must be moved further from the house. Provisions for non-conforming structures allow replacement in the same location, but do not allow moving the structure; therefore, due to the Zoning Code provisions for non-conforming structures, the petitioner may not bring this dilapidated structure into compliance with the Codes.

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 of most single lots in the R-3 Single Family Residential District between Seventh and Madison Avenue, from 47th Street, north to Cossitt Avenue. This lot measures 50 feet wide by 150 feet deep. The subject property is located within the Village's Historic District on a major arterial, State highway La Grange Road.

The position of the house on the lot is unique. When the house was constructed in the early 1900s, the property included the lot to the south. At some point prior to 1966, this property was subdivided, which created non-conformities for the side yard setback, building coverage and lot coverage. Also unique is the legal non-conforming two-flat located within a single-family district.

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 the property in 2012 and has made no changes that affect the lot or building coverage.

4-A.10

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."*

A two-car garage is a right enjoyed by many residents in La Grange for automobiles and storage. The petitioner wishes to enjoy the same rights as other Village residents. The Zoning Code also requires a minimum of two parking spaces per unit for two-family buildings.

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."*

The petitioner proposes to construct a 20 ft. by 20 ft. (400 square feet) two-car detached garage, which is smaller than the maximum allowable on lots similar in size (600 square feet).

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."*

The Zoning Code requires two spaces per unit for two-family buildings, and the Village does not allow overnight parking on the street. Therefore, the requested variation would allow a detached garage in which to park two vehicles. The proposed garage would meet the standard allowable floor area, 400 square feet, which is smaller than the maximum allowable size garage on a standard/small zoning lot similar to the petitioner's lot (600 square feet).

In August 2007, the Village adopted a new requirement for lot coverage that limited the amount of impervious area on lots in the single family districts. Lot coverage limits "impervious surface," which includes houses, garages, sheds and other buildings, decks and patios, sidewalks, driveways, and other paved areas, compacted gravel and similar areas that are constructed in a manner that causes water runoff. Lot coverage calculations include incentives to encourage desirable design elements such as detached garages and front porches. (At community meetings, we found that among the top priorities were bonuses for detached garages and front porches and preclusion of front facing garages.) This application is consistent with that purpose and actually reduces the amount of impervious surface on this lot.

4-A-11

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."*

The petitioner believes that the requested variation would not adversely affect the character of the neighborhood. A two-car detached garage in the back corner of the property, 3 feet from the property lines, is in character with the surrounding area and is a design element that the Village encourages through incentives for lot coverage.

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."*

One option might be to uncover the stairway in order to reduce building coverage, however this is the most practical entrance for the tenant of the two-flat to use as the primary entrance from the garage. Covered stairs provide snow and ice protection. Another option would be to demolish the garage and replace with surface parking. However, the petitioner believes that replacement of covered parking is reasonable.

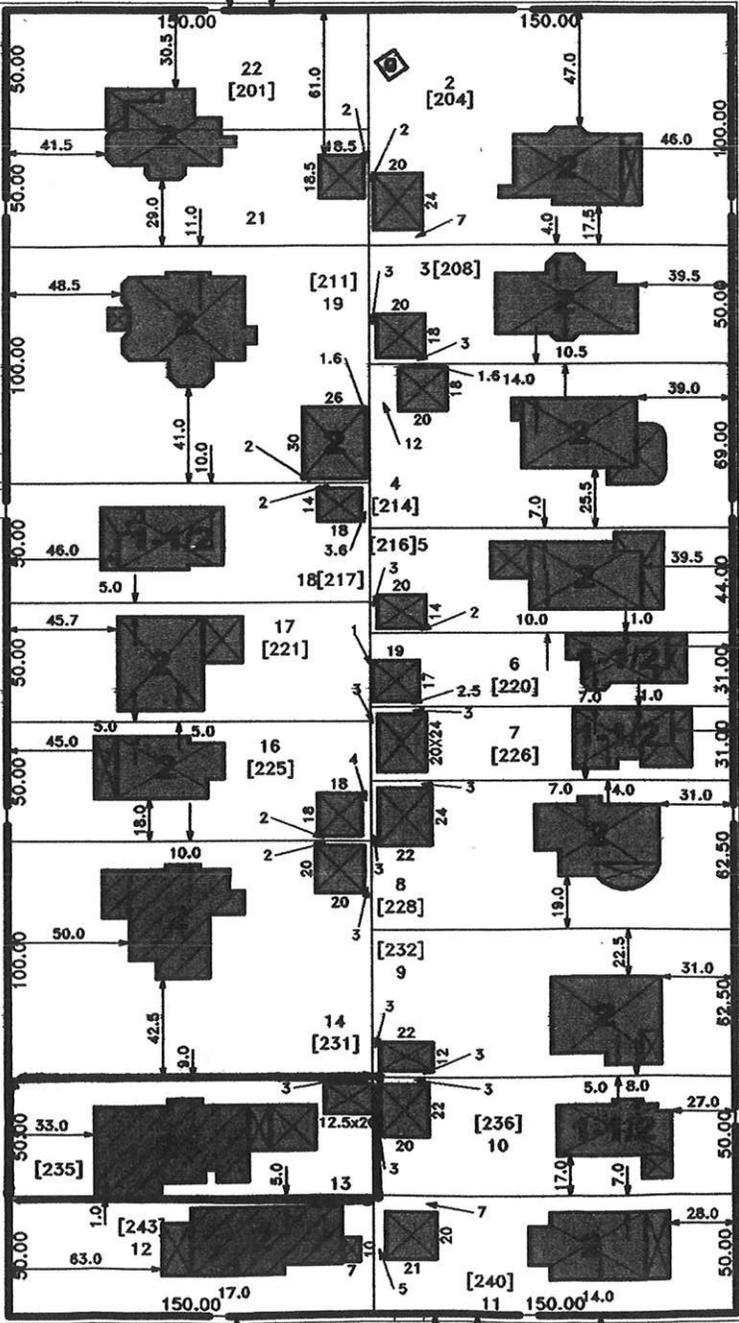
This is a pre-existing, legal nonconformity. A variation is the only possible course of action to replace the detached garage and a dilapidated two-story enclosed rear entry stairway, which serves as the required second means of egress for this structure. Under the Zoning Code regulations, the petitioner could not correct building code issues and provide a safe means of egress as well as covered parking spaces without a variation from coverage requirements, because the existing house currently exceeds the maximum allowable building coverage and lot coverage.

4-A.12

16

KIWANIS PARK

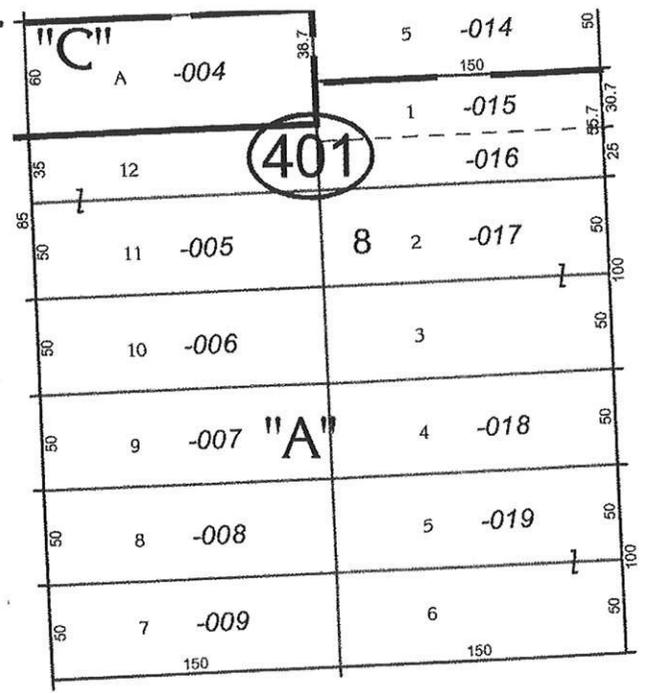
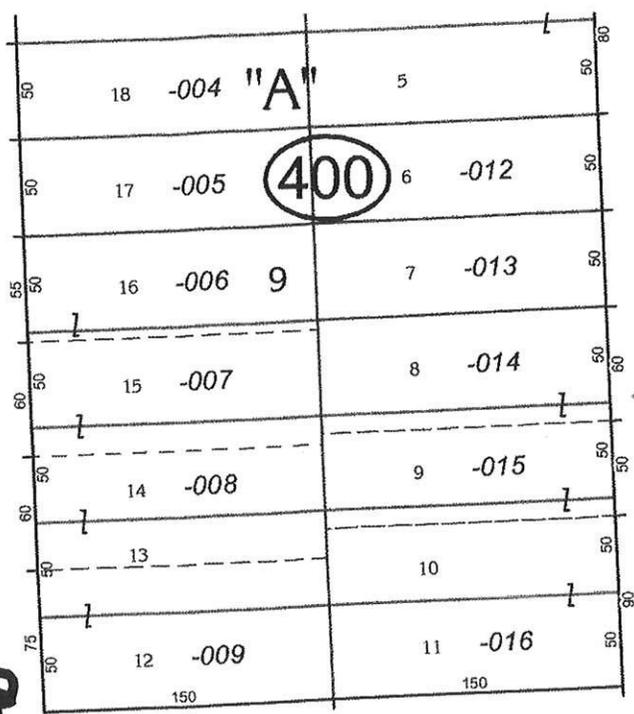
ELM



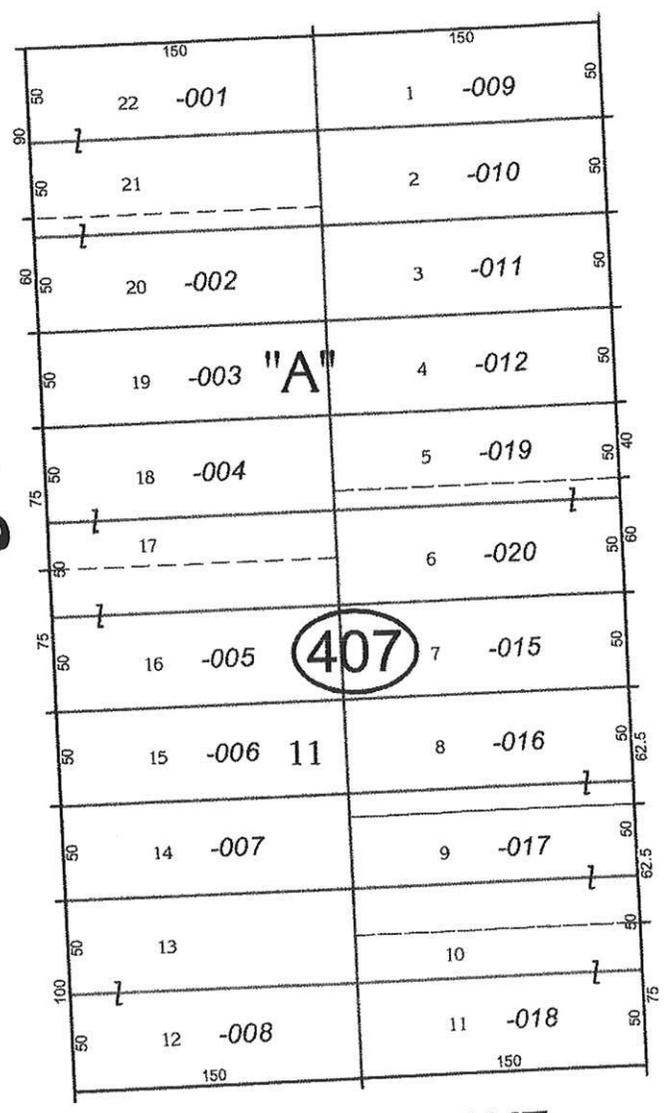
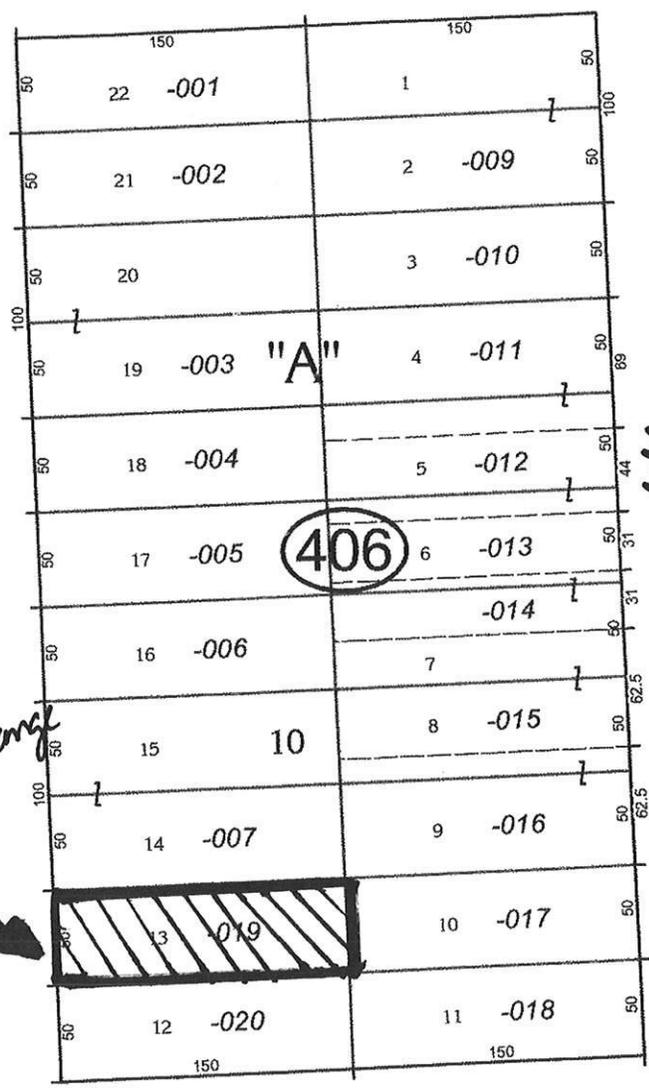
MAPLE

6TH

4-A-13



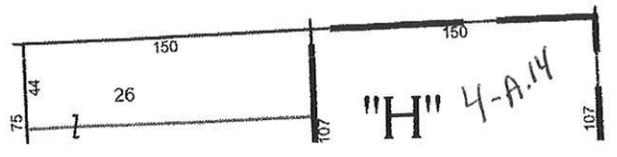
ELM AVE



MAPLE AVE

LACRANSE ROAD

235 S. La Grange



Application is hereby made by: **Mary Nicholas**

Address: **235 S. LaGrange Road**

Permanent Real Estate Index No: **18-04-406-019-000**

Present Zoning Classifications: **R-3**

Present Use: **Multi-Family (Legal Non-Conforming)**

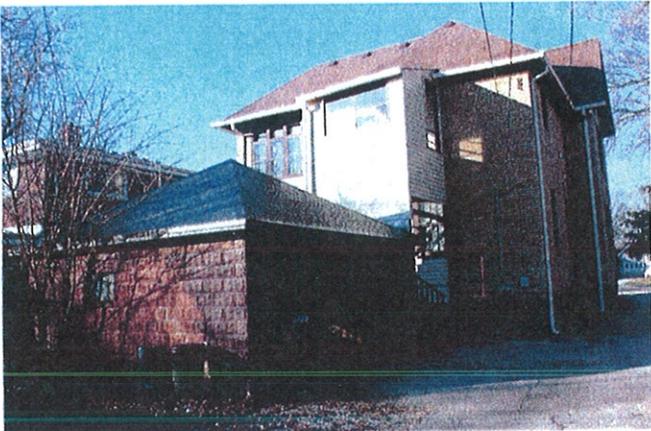
Ordinance Provision for Variation from Article **#3-110 (E.) and (F.)**, of Zoning Ordinance, to wit:

- A. *Minimum Variation of Zoning requirement necessary to permit the proposed use, construction or development: **The lot in question is an 'existing non-conforming' lot. The request for variation is to increase both the allowable Building Coverage and Lot Coverage from the Zoning Ordinance, however, the proposed scope of work actually reduces the Existing Lot Coverage.***
- B. *The purpose, therefor, based on Section #12-104 of the Zoning Ordinance, 'no non-conforming structure shall be moved in whole or part, for any distance whatsoever, to any other location on the same lot...'. We are requesting a variation in the Allowable Building Coverage and Lot Coverage, in order to allow the Owner to move/reconfigure the existing non-conforming stairs and detached garage. Please note, our proposed scope of work actually reduces the overall Existing Lot Coverage, minimizing the total impervious surface area on the lot.*
- C. *The specific feature(s) of the proposed use, construction, or development that require a variation: **The intent of the proposed scope of work is to replace a dilapidated two-story egress stair and detached garage (see photos). As an existing, non-conforming structure, per Section #12-104 of the Zoning Ordinance, these items can not be moved, however, based on the existing configuration there are code and zoning issues that need to be rectified in the reconstruction, including the need to increase the footprint of the the egress stairs, in order to be code compliant, and, relocate the detached garage in order to be compliant with the Zoning Ordinance and Building Code minimum distance of 10'-0" between principal and accessory structures.***

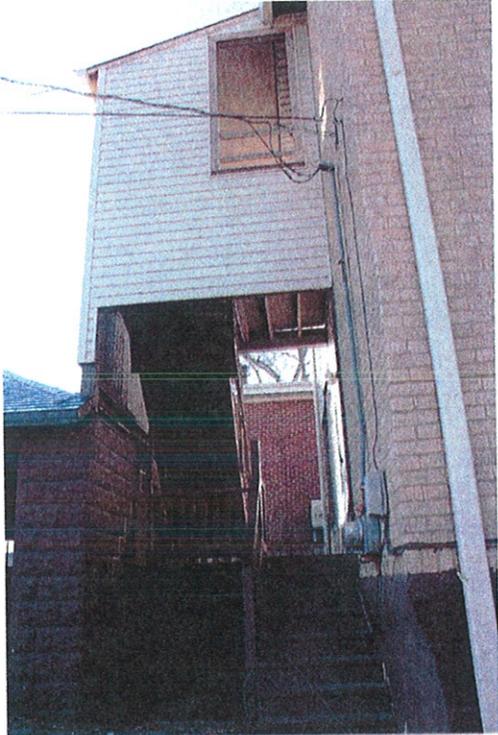
4-A, 15

1. **General Standard**
 - a. *State practical difficulty or particular hardship created for you in carrying out the strict letter of the zoning regulations, #3-110 (E.) to #3-110 (F.) wit: See (B.) above.*
 - b. *A reasonable return or use of your property is not possible under the existing regulations, because: See (C.) above.*
 - c. *Your situation is unique (not applicable to other properties within the zoning district or area) in the following respect(s): See (2.) below.*
2. **Unique Physical Condition: The original property included the lot to the south (at the NE corner of LaGrange Road and Maple Ave.) and dates back to the turn of the century. Although the date of subdivision is unknown, the most current (previous) Plat of Survey, dated May 12, 1966, shows the current configuration. Granted the current Zoning Ordinance (introduced in 1991) was not enforced at the time of subdivision (pre-1966), however, it was the act of subdividing the lot that created the unbalanced Building Coverage and Lot Coverage.**
3. **Not Self-Created: See above.**
4. **Denial Substantial Rights: As is typical with most 50'-0" wide lots, a detached garage placed in the rear corner of the lot, adjacent to the drive, is the most efficient location - allowing easy vehicular access, an exterior view (from the interior), and direct access to the rear yard (from the interior). Additionally, per the Zoning Ordinance, two parking spaces are required for each dwelling. This is a two unit building.**
5. **Not Merely Special Privilege: As an existing non-conforming structure, the Owner simply wants to repurpose the existing Building Coverage and Lot Coverage areas, while actually lessening the existing (excessive) Lot Coverage, in an effort to make the lot more useable, practical and similar to other lots of similar size (50'-0" wide). Please note that a detached garage of this size (20'-0"x20'-0", 400 s.f.) is standard for single family dwellings.**
6. **Code and Plan Purposes: The current detached garage is less than 10' from the primary structure (Zoning Ordinance) and the existing two-story stair is not code complaint, as it includes 'winding treads and risers' at the second floor. The proposed relocation of the detached garage and the new configuration of the stairs resolves both non-conforming conditions.**
7. **Essential Character of the Area: The proposed reconfiguration likens the lot to a more typical 50'-0" lot, does not negatively impact any adjacent lots, and reduces the already excessive Lot Coverage (impervious area).**
8. **No Other Remedy: The reconstruction of the garage and the stairs in a 'like manner' is possible, however, in doing so the Lot Coverage would increase, whereas in our proposed reconfiguration it has decreased. The increase is due to the following:**
 1. *The existing stairs are currently not code compliant and to reconstruct, in accordance with the building code, would require a larger foot print.*
 2. *The existing paved surface in the NE corner of the parcel would remain as is whereas in our proposed reconfiguration that area is replaced with the new detached garage, and, the area in which the existing detached garage is located becomes grass/landscaping, actually reducing the Lot Coverage.*

4-A.16



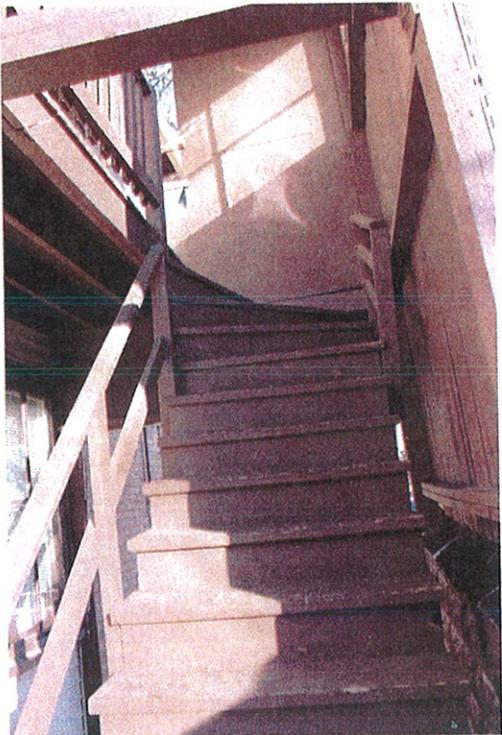
View from NE Corner of lot.



View of existing stair.



View of existing garage.



View of existing 'winder' stair.



View of paved surface at NE Corner of lot.

4-A.17

- (e) Document Preparation and Review (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (f) 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.

Ray E. Nichols
 (Signature of Owner or Contract Purchaser)

235 S. LAGRANGE RD
 (Address)

LA GRANGE
 (City)

ILL.
 (State)

60525
 (Zip Code)

Subscribed and sworn to before me this 10th day of January, 2013.

Karen L. Maziasz
 (Notary Public) (Seal)



Enclosures:

4-A, 18

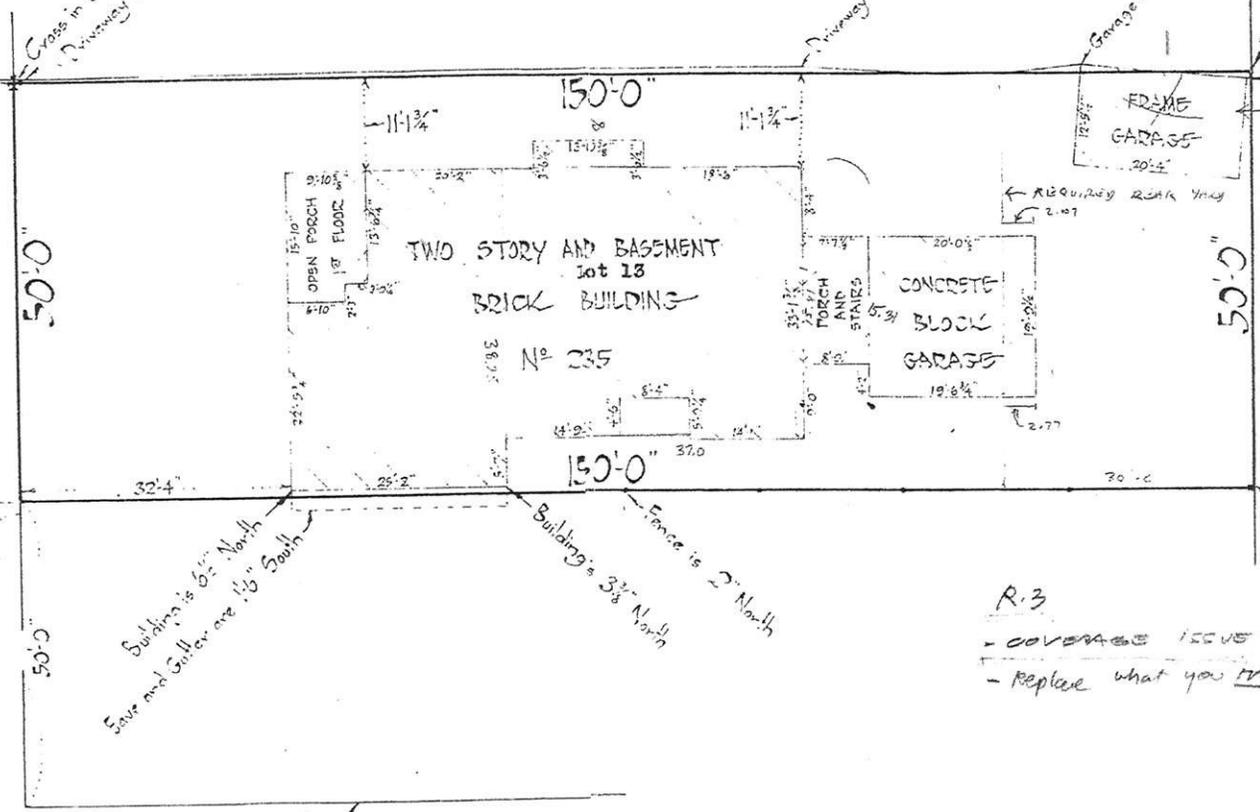
1090 feet of the South East quarter of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian lying North of the South 710 feet, in Cook County, Illinois.

S. LA GRANGE RD.

Cross in walk is 8'-0"
West of lot corner

235 So. LA GRANGE RD.

concrete walk



Corner of fence post is 1' North of lot line and on rear line

19-A-H

1 inch = 15 feet
 Plat No. 19,970
 Made for _____
 Made by C. Doris

CAUTION: Compare the description in this plat with your deed, abstract or

STATE OF ILLINOIS }
 County of Cook } ss

I hereby certify that I have made a survey on May 12 1966 and that the location of the Building on the property described above is correctly shown hereon.

Arthur S. Hoover

STATE OF ILLINOIS }
 County of Cook } ss

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

La Grange Park, Illinois, May 12, 1966

R-3
 - COVERAGE ISSUE
 - Replace what you have

NELSON SURVEYORS, LLC.

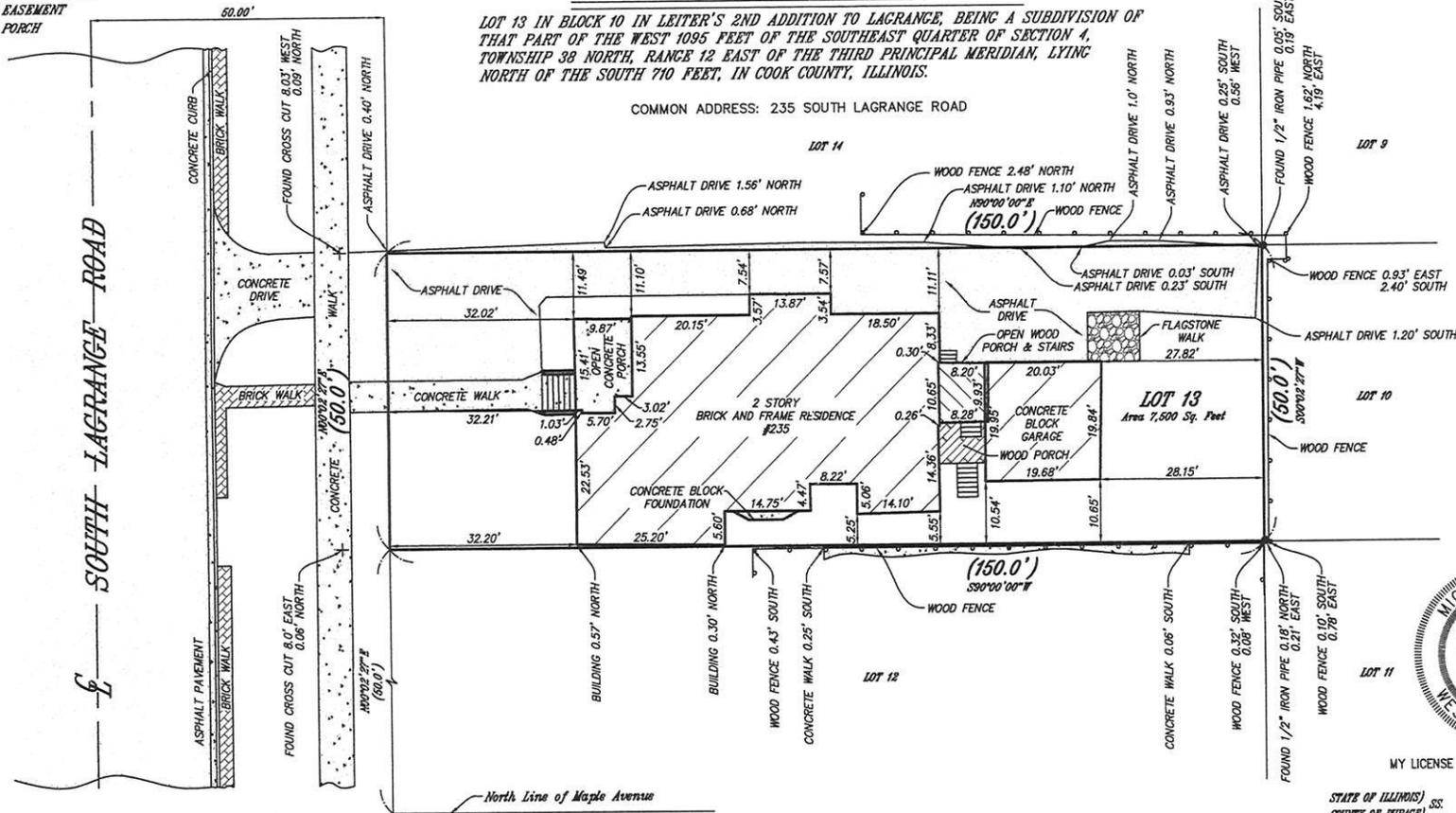
PLAT OF SURVEY

NELSON SURVEYORS, LLC.
418 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(815) 436-8520 OFFICE
(815) 436-8528 FAX

LOT 13 IN BLOCK 10 IN LEITER'S 2ND ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THAT PART OF THE WEST 1095 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 710 FEET, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 235 SOUTH LAGRANGE ROAD

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - (50.0') RECORD DIMENSION
 - FUE. PUBLIC UTILITY EASEMENT
 - DE. DRAINAGE EASEMENT
 - CP. CONCRETE PORCH



MY LICENSE EXPIRES NOVEMBER 30, 2014

STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, MICHAEL J. NELSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL MEASUREMENTS BEING CORRECTED TO THE STANDARD AT 68 DEGREES FAHRENHEIT.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

WESTMONT, ILLINOIS, JANUARY 14, 2013

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004828 EXPIRES 04/30/2013

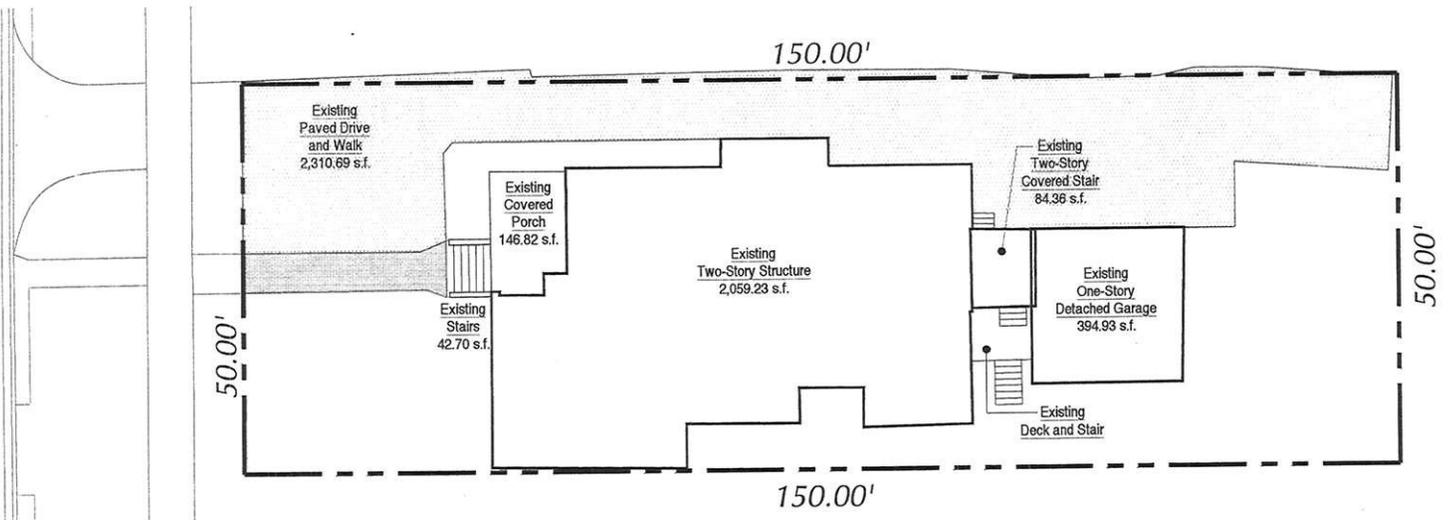
NOTES:
THIS COPY NOT VALID WITHOUT EMBOSSED SEAL.
ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. COMPARE THE LEGAL DESCRIPTION, BUILDING LINES, AND EASEMENTS AS SHOWN HEREON WITH YOUR DEED OR TITLE POLICY.
CONSULT THE LOCAL AUTHORITIES FOR ADDITIONAL SETBACK LINES AND RESTRICTIONS NOT SHOWN HEREON. COMPARE ALL POINTS PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES AT ONCE.
DO NOT ASSUME DISTANCES FROM SCALED MEASUREMENTS MADE HEREON.

PREPARED FOR:	MITCHELL & ASSOCIATES		
DATE:	JANUARY 14, 2013		
SCALE:	1"=20'	DRAWN BY:	M.J.N.
JOB#	13-06	FLD. BK./PC:	80-19

BASIS OF BEARINGS = THE NORTH LINE OF LOT 13 IN BLOCK 10 IN LEITER'S 2ND ADDITION TO LAGRANGE = N90°00'00"E (ASSUMED)

H-A, 20

H-A-21



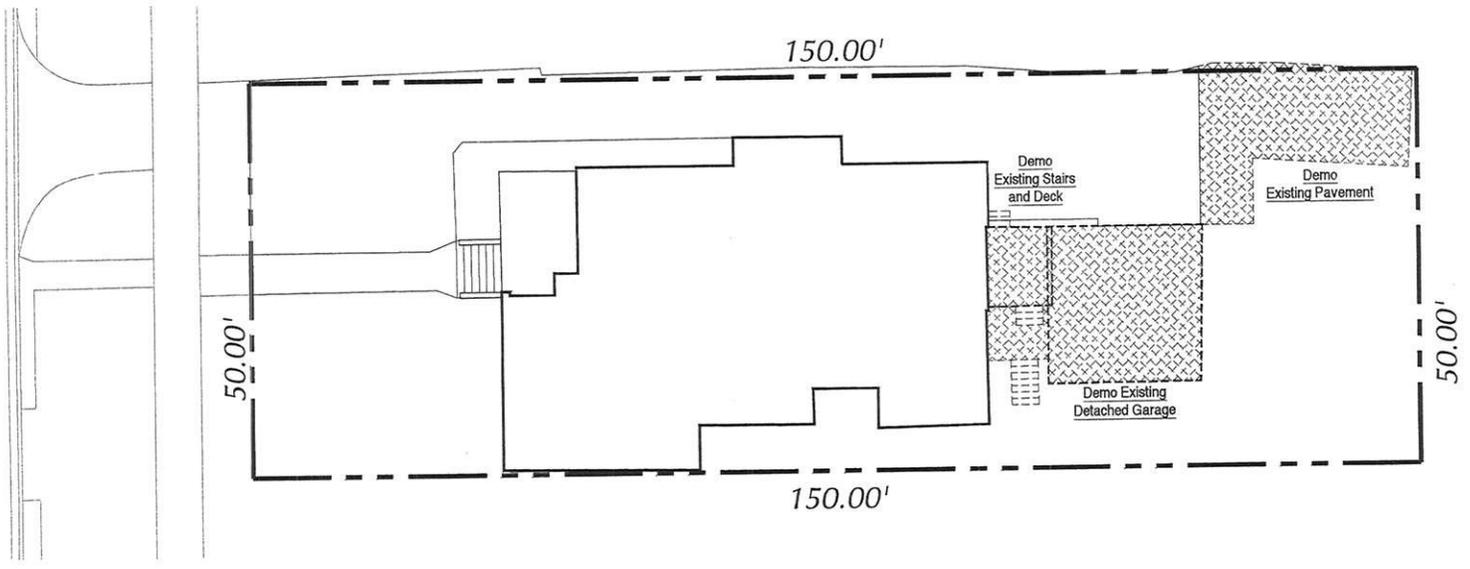
LOT AREA (50.00'x150.00')	7,500.00 S.F.	
ALLOWABLE BUILDING COVERAGE	2,250.00 S.F.	30.00%
ACTUAL BUILDING COVERAGE	2,685.34 S.F.	35.80%
EXISTING RESIDENCE	2,059.23 S.F.	
EXISTING COVERED PORCH	146.82 S.F.	
EXISTING TWO-STORY COVERED STAIR	84.36 S.F.	
EXISTING ONE-STORY DETACHED GARAGE	394.93 S.F.	
ALLOWABLE LOT COVERAGE	3,375.00 S.F.	45.00%
ACTUAL LOT COVERAGE	5,038.73 S.F.	67.18%
BUILDING COVERAGE (ABOVE)	2,685.34 S.F.	
EXISTING FRONT STAIRS (NO ROOF)	42.70 S.F.	
EXISTING PAVED WALK AND DRIVE	2,310.69 S.F.	
EXISTING DECK AND STAIR - NOT INCLUDED		

Existing Site Plan
 Scale: 1/16"=1'-0"
 235 S. LaGrange Road, LaGrange, Illinois




mitchell ASSOCIATES
 architects pc
 905 w hillgrove avenue
 suite 10
 lagrange illinois 60525
 708 352 8100
 fax 708 352 8230

4-A-27



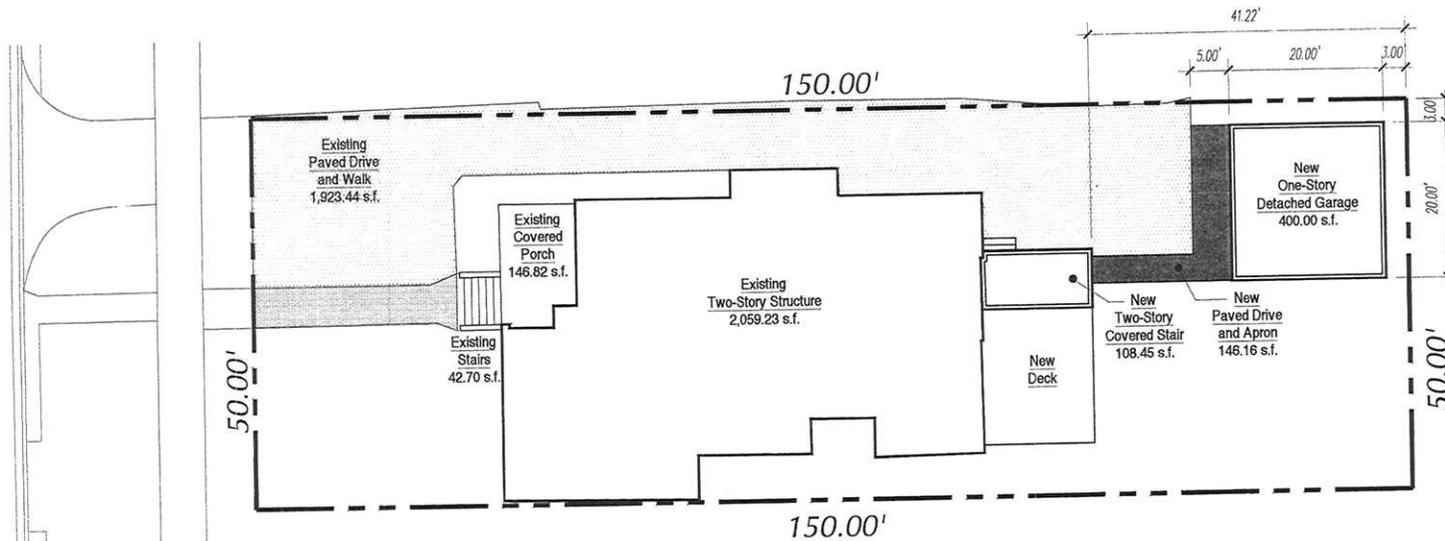
Demolition Site Plan

Scale 1/16"=1'-0"
235 S. LaGrange Road, LaGrange, Illinois



MITCHELL ASSOCIATES
architects, p.c.
905 w hillgrove avenue
suite 10
lagrange illinois 60525
708 352 8100
fax 708 352 8230

H-A-23



LOT AREA (50.00'x150.00')	7,500.00 S.F.		
ALLOWABLE BUILDING COVERAGE	2,250.00 S.F.	30.00%	
ACTUAL BUILDING COVERAGE	2,714.50 S.F.	36.19%	+0.39% (29.16 S.F. GREATER THAN EXISTING BUILDING COVERAGE)
EXISTING RESIDENCE	2,059.23 S.F.		
EXISTING COVERED PORCH	146.82 S.F.		
NEW TWO-STORY COVERED PORCH	108.45 S.F.		
NEW ONE-STORY DETACHED GARAGE	400.00 S.F.		
ALLOWABLE LOT COVERAGE	3,375.00 S.F.	45.00%	
ACTUAL LOT COVERAGE	4,811.76 S.F.	64.15%	-3.02% (226.97 S.F. LESS THAN EXISTING LOT COVERAGE)
NEW BUILDING COVERAGE (ABOVE)	2,710.32 S.F.		
EXISTING FRONT STAIRS (NO ROOF)	42.70 S.F.		
EXISTING PAVED WALK AND DRIVE	1,912.58 S.F.		
NEW PAVED DRIVE AND APRON	146.16 S.F.		
NEW DECK AND STAIR - NOT INCLUDED			

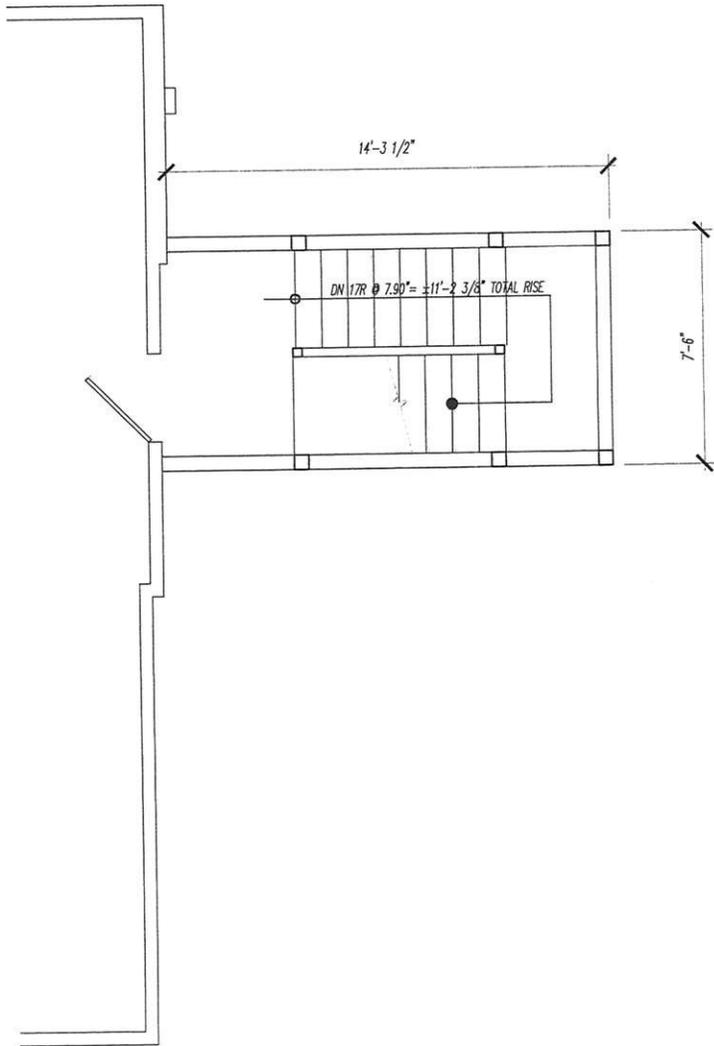
New Site Plan

Scale: 1/16"=1'-0"

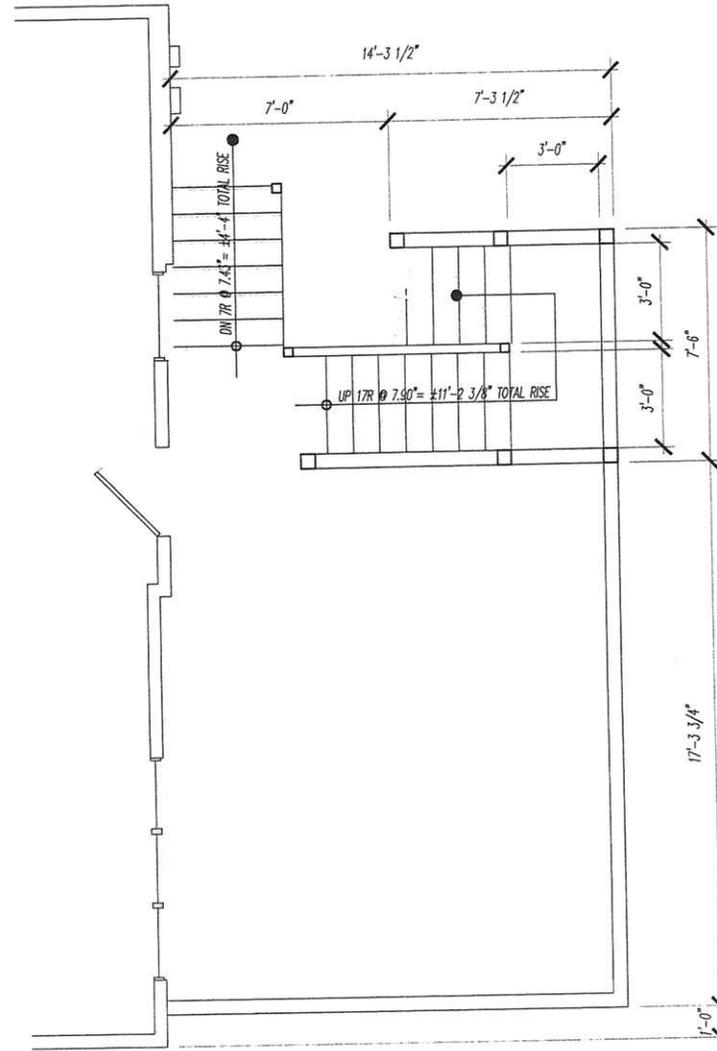
235 S. LaGrange Road, LaGrange, Illinois



MITCHELL ASSOCIATES
architects P.C.
905 W. Hillgrove Avenue
Suite 10
LaGrange, Illinois 60525
708.352.8100
fax 708.352.8230



Second Floor Plan
Scale: 1/4"=1'-0"



First Floor Plan
Scale: 1/4"=1'-0"

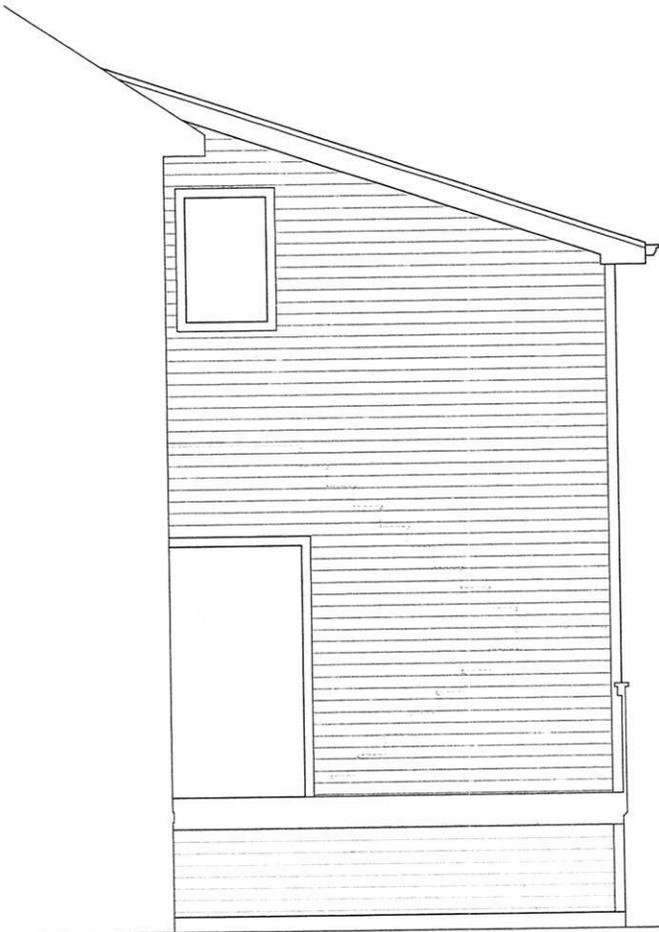


H-A.24

235 S. LaGrange Road, LaGrange, Illinois

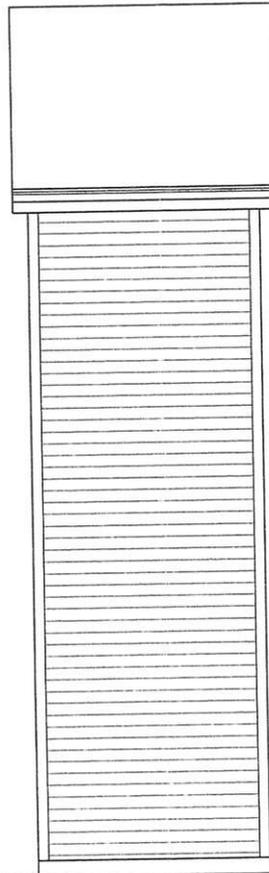


MITCHELL ASSOCIATES
architects, p.c.
905 w hillgrove avenue
suite 10
lagrange illinois 60525
708.352.8100
fax 708.552.8230



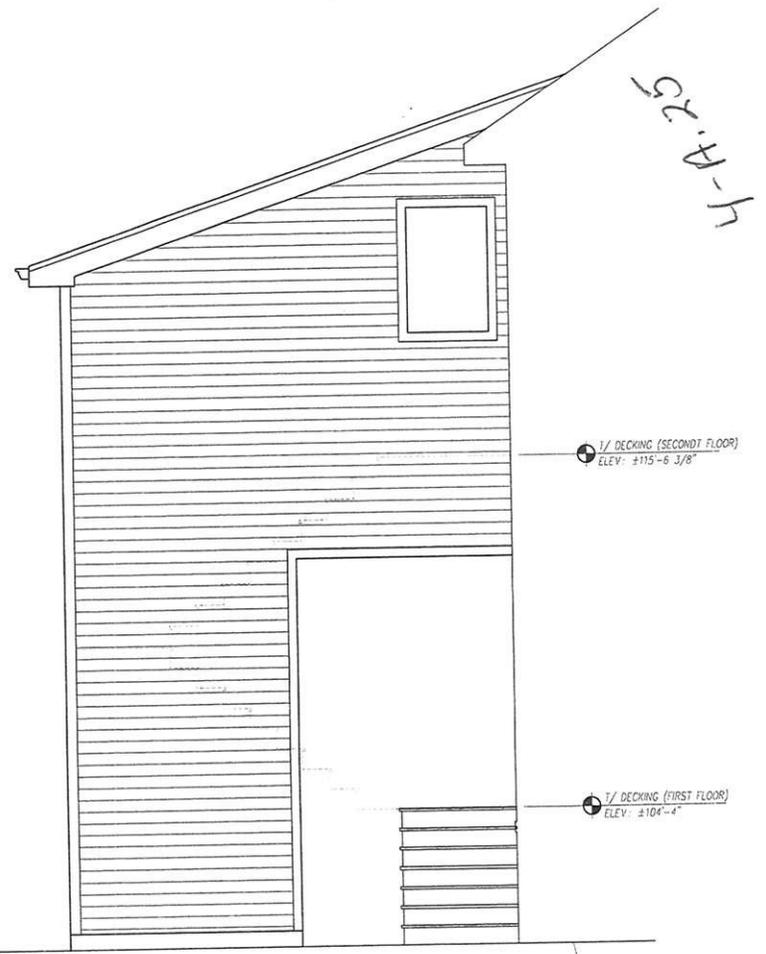
South Elevation

Scale: 1/4"=1'-0"



East Elevation

Scale: 1/4"=1'-0"



North Elevation

Scale: 1/4"=1'-0"

1/ DECKING (SECOND FLOOR)
ELEV: ±115'-6 3/8"

1/ DECKING (FIRST FLOOR)
ELEV: ±106'-4"

1/ FOUNDATION
ELEV: ±100'-0" (769 FID)

235 S. LaGrange Road, LaGrange, Illinois



mitchell ASSOCIATES
architects p.c.
905 w hillgrove avenue
suite 10
lagrange illinois 60526
708.352.8100
fax 708.352.8230

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

FROM: Robert Pilipiszyn, Village Manager and
Michael A. Holub, Chief of Police

DATE: March 11, 2013

RE: **REQUEST TO PURCHASE — PARKING CITATION MANAGEMENT
SOFTWARE**

Background

The Police Department has been working with a parking ticket management program (known as CAPERS) since the late 1980's and the Department's needs have far surpassed the program's capabilities. In fact, we have been encountering many significant problems with the program since it is a DOS based program that is operating within a Microsoft Windows operating system.

Several years ago, we considered replacing the software, but other financial priorities took precedence. At this point in time, it is necessary to replace CAPERS in order to improve our ability to collect unpaid parking tickets and to better manage our current files. Over time, we have reviewed several parking citation management software packages. Most recently we have found a local company, used by many of our neighboring municipalities, which offers a parking software package which in our opinion best meets the department's operational needs and will be able to grow with us for future enhancements. That vendor is Municipal Systems Inc. (MSI) of Palos Heights, IL.

Parking Citation Management

We propose to purchase replacement software from MSI to better manage parking citations in three ways. First, the entire citation process will become electronic. We propose to purchase three hand-held ticket devices and printers. The hand-held devices will be used for daily ticket writing by our parking enforcement personnel. Tickets will be printed (instead of handwritten). Upon returning to the office, the ticket devices will download issued citations into a computer. The software will then automatically manage due dates, payments, notices, late payment fees and maintaining a list of identified scofflaws.

Second, we hope to improve our collection rate by offering a web-based payment service. Currently, we have a collection rate of approximately 50% by the due date. Another 20% is collected after past due notices are issued. Almost 30% is estimated to be uncollectable. We hope that the online

4-B

payment service results in quicker payments and in less discounting of overdue tickets, and reaches a portion of the audience that historically has been deemed uncollectable. A more automated system as proposed will help to better track unpaid ticket liability at any point in time.

Third, we propose to implement a collection system. Our current vehicle immobilization regulations were updated in 2008 and include all necessary provisions. But in many cases when violators pay fines we have limited options for things such as delinquent payments or a check written with insufficient funds. Others violators simply do not pay and/or relocate their vehicles (to avoid immobilization) or they simply move away from La Grange. These violators often have accumulated significant fees and fines. By having the services of a professional collection agency, we hope to reduce the loss of fine payments significantly.

Parking Enforcement

While the MSI software is primarily intended to manage parking citations, it may also allow us to enhance parking enforcement, as we will be able to create and maintain a database of violators based on license plate information. Data to be collected includes location, parking time zone, time of day and day of week, and the number and frequency of violations. We hope to use this information to identify trends and thus better understand parking violator behaviors. This information will be helpful in guiding future parking management policies.

Cost and Budget Impact

We propose to purchase the following three software and service packages from MSI:

- Component 1 is the Municipal Offense System (MOS) to include a 36-month license agreement for a monthly fee of \$650.00. This results in a cost to the Village of \$7,800 per year, and \$23,400 over the term of the agreement. As part of this package, we propose to purchase 3 hand-held ticket devices and printers at a cost of \$10,521. The contract value of this software package is \$33,921.
- Component 2 is the on-line access module for Web-Based Payment and MSI payment processing services. A link on the Village's website will allow violators to pay fees or fines owed to the Village via the internet 24/7. There are no up-front costs incurred by the Village. Customary transaction fees charged by the processing bank will be deducted from the Village's share of any amount paid at the website. Fees and fines paid at the website will also be charged a convenience fee which will be retained by the vendor for maintaining the website. Term of the agreement is one year, and automatically renews, but may be terminated at the end of any year with 60 days prior notice.

4-B.1

- Component 3 is the Municipal Collections Services, Inc. Contract (MCSI). Like component 2 there are no upfront costs incurred by the Village. MCSI will retain thirty-five percent of the balance of the amount collected on each file and are entitled to all court costs. Term of the agreement is three years with automatic renewals if the Village chooses not to terminate.

This purchase request is not a budgeted item. We propose to use funds from the Asset Forfeiture Fund. While these are restricted funds, this purchase is an eligible expense and sufficient monies are available.

Attached for your consideration are three individual agreements for each of the three packages recommended for purchase. The agreements have been reviewed and revised by the Village Attorney in a manner acceptable to both parties.

Recommendation

The purchases are all for software and services and thus are not governed by State or local bidding codes. Because the recommended software modules meet the Village's operational needs, and are developed and sold only by MSI, and because the purchases are designed to provide integrated professional services, it is our recommendation that the Village Board approve the three contracts with Municipal Systems, Inc. of Palos Heights, IL.

F:\USERS\elder\ellie\BrdRpt\Parking software purchase Board Rpt.doc

4-B.2



Municipal Software & Administrative Adjudication Consultants

March 11, 2013

Police Chief Michael Holub
Village of LaGrange
304 W. Burlington Ave
LaGrange, IL 60525

Ref: "Standard Terms and Conditions" Contract
Web Based (Municipal Offense System)

Dear Chief Holub:

Enclosed is the Agreement for the implementation of a **Municipal Offense System (MOS)** ticket tracking system for your review and hopefully eventual approval.

To execute the Agreement, please make **two (2)** copies and complete the following:

- | | |
|----------------|---|
| page 1 | Enter the day, month and year of execution. |
| page 11 | Signature of the Village President |

Once the two copies have been executed, please forward both copies of the Agreement to Municipal Systems, Inc., so we can execute both and return one copy of the Agreement for the village's files.

Thank you for your interest in the MOS system and I look forward to working with you and the municipality during this period of consideration.

Respectfully,

Dan McDonald
Sales Manager

4-B.3

STANDARD TERMS AND CONDITIONS

For The

IMPLEMENTATION OF A MUNICIPAL OFFENSE SYSTEM TICKET TRACKING SYSTEM

Web Based

WITHIN THE

VILLAGE of LAGRANGE, IL

PRESENTED ON:

March 11, 2013

(If not accepted, Offer expires 60 days from the above Presentation Date)

PRESENTED BY:

Municipal Systems, Inc.
7330 College Drive, Suite 108
Palos Heights, IL 60463
(708) 448-6934 FAX 448-1749

4-B.4

STANDARD TERMS AND CONDITIONS

(Parking and Compliance Ticket Tracking System – Web Based)
Municipal Systems, Inc.

This Agreement made and entered into this ____ day of _____, 20 ____, by and between Municipal Systems, Inc., an Illinois corporation with principal offices situated at 7330 College Dr., Suite 108, Palos Heights, IL 60463, (hereinafter referred to as MSI), and **VILLAGE of LAGRANGE, IL** an incorporated Municipality of the State of Illinois with VILLAGE offices situated at **53 S Lagrange Rd. LaGrange, IL** (hereinafter referred to as "THE MUNICIPALITY").

WITNESSETH

WHEREAS, the Legislature of the State of Illinois has enacted Statutes, allowing a municipality to exercise enforcement power including, but not limited to, the regulation of code violations and implementation of fines and sanctions for violations of ordinances and regulations imposed; and

WHEREAS, MSI has the knowledge, experience and expertise as well as computer software to assist THE MUNICIPALITY in implementing an effective ticket tracking system

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

ARTICLE I General Terms

1.01 THE MUNICIPALITY agrees to utilize MSI as the exclusive provider of the service and computer software for the implementation of a ticket tracking system (the "System") for the tracking of Code violations as allowed under IL State Statutes and to pay MSI in accordance with the terms and conditions hereinafter set forth.

1.02 MSI agrees to provide specified services and computer software to THE MUNICIPALITY in accordance with the terms and conditions hereinafter set forth.

1.03 The term of this Agreement shall commence on the first day set forth above and shall continue until the end of the thirty-sixth billing month, as that term is defined in this Agreement. Unless written notice of termination is given by either party to the other at least thirty (30) days prior to expiration of the initial term or any extended term, this Agreement shall remain in effect for additional extended terms of twelve (12) months.

4-B15

ARTICLE II
Terms and Conditions

2.01 For and in consideration of payments to be made by THE MUNICIPALITY as described in ARTICLE III of this Agreement, MSI agrees to provide:

2.01.1 **COMPUTER SOFTWARE** (the "Software"): as more particularly set forth herein:

2.01.1.1 **LICENSE:** In consideration of payment of compensation to MSI, as set forth in Article III, below, MSI grants to THE MUNICIPALITY a non-exclusive, non-transferable license to use the object code and the access password necessary to utilize it on the internet. **THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PROCESSOR AND IT MAY NOT BE SUB-LICENSED, NOR MAY ANY PASSWORD PROVIDED BE SUPPLIED TO ANY THIRD PARTY.**

LICENSING	SOFTWARE	PROGRAM	VERSION
1	(MOS) Municipal Offense System	Web Based	OLV

2.01.1.2 **WARRANTY:** MSI warrants, that during the term of the Agreement and any extended term that the software supplied hereunder will perform substantially in accordance with the representations set forth in this Agreement and the Software's System Users' Manual. Should the software fail to meet those requirements, MSI shall replace the defective software. This warranty shall not cover software errors or nonconformities resulting from (i) modifications of the software by THE MUNICIPALITY or a third party, (ii) THE MUNICIPALITY's negligence or fault, (iii) hardware malfunction, or (iv) THE MUNICIPALITY's failure to use the System for its intended purpose. **MSI EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, MSI SHALL NOT BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL OR SECONDARY DAMAGES. MSI'S ONLY OBLIGATION HEREUNDER IS TO REPLACE DEFECTIVE SOFTWARE.**

2.01.1.3 **UPGRADES:** Software upgrades to the program or programs provided under the terms of the Agreement shall be provided to THE MUNICIPALITY at no additional cost when those upgrades are made available generally to MSI's customers. New programs are not considered an upgrade and may be offered at an additional cost. Failure of THE MUNICIPALITY to accept upgrades when offered will void MSI's obligation to provide support services as required in Article 2.01.3.

2.01.2 **TRAINING:** MSI will provide training for employees of THE MUNICIPALITY as may initially be required to allow said employees to operate the computer software supplied by MSI as specified below:

4-B.6

PROVIDED	DESCRIPTION	ESTIMATE OF HOURS
1	Parking/ Compliance Training including Hand-held computer training	24

2.01.2.1 If during the period of this Agreement or any extended term, THE MUNICIPALITY requests additional training, or training after initial implementation of the System, MSI will charge THE MUNICIPALITY at the current hourly rate as specified for training in Article 2.01.3 below. The rates are valid for the initial 36 month term of this Agreement. Thereafter, the then prevailing current rates as established by MSI shall apply. MSI must notify THE MUNICIPALITY at least thirty (30) days in advance of any increase in rates during any extended term. In that event, THE MUNICIPALITY may elect to terminate the Agreement within thirty (30) days of receiving notice of a rate increase.

2.01.3 MSI will provide support services to THE MUNICIPALITY for the specified software in this Agreement, which shall include those services necessary to cause said software to perform in conformance with the warranty provided for in Article 2.01.1.2. In the event that service is provided for what is determined to be a problem which is not covered by the warranty, THE MUNICIPALITY shall pay for the services rendered as an extra cost according to the rates set forth in Article 2.01.3.1:

2.01.3.1 Software warranty support costs during the initial term of this Agreement and any extended term are covered by the monthly compensation as set forth in Articles III and IV, below. Costs for support services not covered by warranty and any additional services requested by THE MUNICIPALITY shall be charged in accordance with the following, during the initial term of this Agreement and at MSI's then prevailing rates during any extended terms. MSI must notify THE MUNICIPALITY at least thirty (30) days in advance of any increase in rates during any extended term. In that event, THE MUNICIPALITY may elect to terminate the Agreement within thirty (30) days of receiving notice of a rate increase.

DESCRIPTION OF SERVICES	COST
1. Customer Telephone Support	Included in this agreement
2. On-Site Customer Assistance	\$125.00 per hour
3. Technical Specialist	\$140.00 per hour
4. Programming Service	\$140.00 per hour
5. Travel - Mileage Rate (Includes travel time)	\$.75 cents per mile round trip (travel time included)

4-B.1

2.01.3.2 MSI will provide all services necessary to complete the initial installation of the software. Any installation or support services performed after the initial installation can be provided for an extra cost in accordance with the rates set forth in Article 2.01.3.1.

2.01.4 MSI will provide the MUNICIPALITY with all **SOFTWARE SYSTEM USERS' MANUALS**, sample forms, and reports relating to the MUNICIPALITY's use of the software specified in this Agreement.

2.01.5 SPECIFICATIONS FOR SUPPLIES. THE MUNICIPALITY is not required to purchase any supplies from or through MSI or MSI designated suppliers, but any supplies obtained from other sources must meet all specifications as are set forth by MSI.

2.01.6 MSI COVENANTS AND WARRANTS that it has the full power and authority to license the use of the computer software set forth in Article 2.01.1, above.

2.02 For and in consideration of MSI providing THE MUNICIPALITY with the forestated services and computer software, THE MUNICIPALITY hereby covenants and warrants that it will:

2.02.1 This section has been removed.

2.02.2 This section has been removed.

2.02.3 MANAGE ITS SYSTEM'S FIREWALL settings to allow access to the remote web database by its personal computers and workstations. MSI shall have no liability or responsibility resulting from the Municipality's failure to properly manage said firewall settings.

2.02.4 PROVIDE SUFFICIENT PERSONNEL, as may be required to operate and/or manage the System.

2.02.5 This section has been removed.

2.02.6 This section has been removed.

2.02.7 COMPENSATE MSI FOR the use of the System, including its software, as provided in this Agreement.

2.02.8 The Municipality understands and agrees that the Software is "web-based", and that all of the Municipality's access to and storage of its data relative to the use of the Software for its Ticket Tracking system shall be through a website procured by MSI. Therefore, the Municipality must have high speed (not dial-up) access to the internet; and must have computer software and hardware which meet the following minimum specifications:

Web Based Environment

--	Client:	Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista, Windows 7.
--	RAM:	Windows 2000/XP - 512 MB or higher. Windows Vista 1GB or higher.
--	Broadband:	DSL or higher.

Note: Failure to meet the above minimum hardware requirements by THE MUNICIPALITY will void the MSI warranty for the Software as more particularly set forth in Article 2.01.1.2 above.

**ARTICLE III
Competition**

3.01 In consideration of the initial installation of hardware and environmental software (if applicable), along with installation of Software, initial training, Software license, warranty, and support, as set forth in Article 2.01, for a period of 36 billing months, as that term is defined below, THE MUNICIPALITY agrees to:

3.01.1 A Monthly Subscription of \$650

3.01.2 This section has been removed.

3.01.3 The first billing month shall be established as the first full calendar month after the software has been installed at THE MUNICIPALITY pursuant to this Agreement, and that month and each month thereafter are defined as billing months. However, once MSI performs its obligation to install the software necessary to begin operation of the system, the obligation of THE MUNICIPALITY to pay the Monthly Subscription amount shall commence with the first calendar month after MSI completes installation. Any Monthly Subscription amount paid by THE MUNICIPALITY prior to the commencement of the billing months shall not affect the length of the term of this Agreement.

3.01.4 This section has been removed.

3.01.5 Billing for extra services provided to THE MUNICIPALITY shall occur at the end of the month in which they are rendered and shall be due with that month's subscription amount or extension amount, as the case may be. MSI shall provide THE MUNICIPALITY with detailed monthly invoices that itemize all charges for extra services.

3.01.6 Payments to MSI shall be due not later than 45 days after the last day of each month for which a payment is due, or 45 days after THE MUNICIPALITY receives an invoice of charges, whichever is later. A late payment of 1.0% per month shall be added for any amount remaining unpaid after the 45th day.

3.01.7 – this section has been removed.

3.02 This section has been removed.

ARTICLE IV

Software License; Extension

4.01 In the event that THE MUNICIPALITY chooses to extend the term of the Agreement for one or more 12 month periods, the terms of payment as set forth in Article III, above shall remain in effect.

Such payments shall be timely and THE MUNICIPALITY acknowledges and agrees that continued use of the software or the providing of services without prompt payment therefore is a violation of the license to use the software.

ARTICLE V

Termination

5.01 THE MUNICIPALITY acknowledges and agrees that MSI will have substantially performed its initial obligations under this Agreement upon the installation of the computer software system within facilities of THE MUNICIPALITY and the completion of training for designated municipal employees.

5.02 In addition to any other remedies of the MUNICIPALITY hereunder or under applicable law, it is agreed that THE MUNICIPALITY may terminate this Agreement upon written notice to MSI of its non-compliance with the terms of this Agreement and upon MSI's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from THE MUNICIPALITY. In the event THE MUNICIPALITY terminates the Agreement due to MSI's failure to cure the default, no further payments past the effective date of termination will be due to MSI, except for payments due for hardware, per Addendum A hereto, if applicable.

5.03 In addition to any other remedies of MSI hereunder or under applicable law, MSI may terminate this Agreement upon written notice to THE MUNICIPALITY of its non-compliance with the terms of the Agreement and upon THE MUNICIPALITY's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from MSI. MSI's termination of this Agreement shall not affect any other rights or remedies of MSI, including the right to bring an action for unpaid amounts due hereunder, actions for injunctive relief and actions for damages incurred by MSI as a result of any breach of this Agreement by THE MUNICIPALITY.

5.04 Upon termination of this Agreement, the License shall terminate and THE MUNICIPALITY must immediately return all System components provided by MSI and, to the extent possible, delete all software and other intellectual property installed on THE MUNICIPALITY'S computer systems.

ARTICLE VI

Software Use and Authorization

6.01 THE MUNICIPALITY is granted a license to use the Software set forth in Article II only on computers owned by THE MUNICIPALITY, and only so long as THE MUNICIPALITY complies with the terms of this Agreement.

6.02 THE MUNICIPALITY further covenants and warrants not to in any manner, directly or indirectly, copy, convey, transfer or allow the unauthorized use of any of the Software for which a license use is granted under this Agreement. Any such action or attempted action on the part of THE MUNICIPALITY shall be sufficient grounds for MSI to obtain injunctive relief preventing same, without bond or notice to THE MUNICIPALITY.

6.03 The System, all software, object codes, source codes, upgrades, enhancements and other intellectual property rights pertaining thereto, including patents and copyrights, constitute the sole and exclusive property of MSI.

6.04 MSI acknowledges that this Agreement and all documents submitted to THE MUNICIPALITY are subject to the Illinois Freedom of Information Act (5 ILCS 140/1). Before submitting any document that contains trade secrets or confidential commercial or financial information to THE MUNICIPALITY, MSI must mark the document as proprietary or confidential. To the extent permitted under the Freedom of Information Act and other applicable state and federal laws, THE MUNICIPALITY will hold all documents and information marked as confidential or proprietary in confidence during the term of this Agreement and for two (2) years thereafter. THE MUNICIPALITY shall take all reasonable precautions, but not less than those employed to protect its own confidential and proprietary information, to prevent any confidential information of MSI from being divulged to or used by third persons.

6.05 In the performance of this Agreement, MSI may have access to or receive personal or confidential information maintained by THE MUNICIPALITY including, but not limited to, the name, address, telephone number, e-mail address, birth date, social security number, driver's license number, or other personal identifiers of any person ("Confidential Information"). MSI may not use any Confidential Information in any way except to provide the services required by this Agreement and may not disclose any Confidential Information to any third party, except THE MUNICIPALITY's designated collection agent, without the prior written consent of the MUNICIPALITY.

6.06 During the term of this Agreement, THE MUNICIPALITY shall not directly or through active assistance to any third parties develop substitute or competitive software products or systems which perform the same or substantially similar functions to those performed by the System.

ARTICLE VII Damages

7.01 MSI shall have no liability with respect to its obligations under this agreement or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY, for any reason and upon any cause of action, shall be limited to MSI's insurance coverage, provided that MSI maintains general liability insurance with limits of not less than \$1,000,000.00 per occurrence. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and service non-conformity between the parties. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this agreement.

ARTICLE VIII Website

8.01 While MSI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of MSI. MSI must facilitate the timely resolution of all problems that may arise that impact THE MUNICIPALITY's ability to access and use the website. In the event that the website is not accessible to THE MUNICIPALITY for more than 48 hours in any one-month period, the monthly subscription fee owed by THE MUNICIPALITY will be prorated and reduced by \$22 for each day that the website is not accessible.

4-B.11

8.02 THE MUNICIPALITY will have up to 10 gigabytes of storage resources at the website at no additional cost. In the event that THE MUNICIPALITY exceeds 10 gigabytes of data storage, additional charges will be assessed as additional compensation to MSI, based on the increased charges to MSI from its website host.

8.03 Notwithstanding anything to the contrary stated in 7.01 or elsewhere in this Agreement, with regard to the website access to be provided by MSI, MSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, the website or THE MUNICIPALITY's data files, programs or information through accident, fraudulent means or devices by any third party, provided that MSI stores THE MUNICIPALITY's data files, programs, and information in a manner that complies with the minimum security standards identified in Addendum B hereto.

ARTICLE IX Agreement Modification

9.01 This Agreement may be modified only in writing, executed by both parties.

ARTICLE X Miscellaneous Provisions

10.01 This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Illinois. Any dispute arising out of this Agreement shall be instituted in the Cook County Illinois Circuit Court.

10.02 This Agreement shall not be construed more strongly against the party responsible for its preparation.

10.03 In the event that either party retains attorneys to enforce its rights under the terms of this Agreement, the prevailing party in any litigation shall be reimbursed for their reasonable attorneys' fees and other costs associated with enforcement and litigation.

10.04 Any Model Ordinances and training provided by MSI are intended to comply with existing state law and designed to be consistent therewith. However, MSI does not warrant that the Model Ordinances and training are legally sufficient and THE MUNICIPALITY should determine for itself, prior to adoption, that the same comply with existing law.

10.05 This Agreement represents the entire Agreement between the parties.

10.06 The parties agree that THE MUNICIPALITY and MSI are acting as separate and independent entities and neither party is partner, joint venturer, agent, or employee of the other.

10.07 The parties shall not be liable for any delay in the performance of their obligations hereunder if such delay is caused by causes beyond the reasonable control of the parties, including, without limitation, any act of God or force majeure, or revolution, terrorist act, riot, commotion or any applicable governmental or judicial law, regulation, order or decree.

**ARTICLE XI
Notices**

Any and all notices required hereunder shall be by certified mail - return receipt requested - and shall be deemed properly given and received upon mailing to the parties at the address listed below.

MUNICIPALITY:

MSI:

Village of LaGrange
53 S LaGrange Rd
LaGrange, IL 60525

MUNICIPAL SYSTEMS, INC.
7330 College Drive, Suite 108
Palos Heights, IL 60463

**ARTICLE XII
Approval**

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals the day and date first above written.

VILLAGE OF LAGRANGE, IL
MUNICIPALITY

BY:

Village President (PRINT)

Village President (SIGNATURE)

Attested:

Clerk (Signature)

Date: _____, 20_____

MUNICIPAL SYSTEMS, INC.
An Illinois Corporation

BY:

Matthew C. Regan

Chief Operating Officer (PRINT)

Chief Operating Officer (SIGNATURE)

Attested:

Secretary (SIGNATURE)

Date: _____, 20_____

4-B.13

ADDENDUM "A"

Additional Hardware and Services

The Village of LaGrange has opted to purchase handheld computers and printers for issuing parking tickets. MSI will provide the hardware/services in accordance with the list below.

QTY	ITEM	DESCRIPTION	COST
3	Handheld Computer	Dolphin 99EX Handheld Computer (with HomeBase cradle, connection cables and applicable software) - \$3,415 per unit	\$10,245
	Accessories	-Holster, All Weather or Protective Cover	
		Stylus, 6 rolls of paper	
		-Coiled Cord w/RJ45	
		-Adapter, RJ-45 to DB-9 FEM	
3		Extended warranty - \$92 each unit	\$276
3	Printers	-Zebra QL320 portable printer – price included in handheld unit price	Included
TOTAL			\$10,521

MSI COVENANTS AND WARRANTIES the computer hardware supplied to be adequate for all purposes contemplated for usage.

HARDWARE OWNERSHIP: The Municipality will own the equipment.

WARRANTY: All hardware purchased has a manufacturer's service warranty of 1-year. MSI recommends the village purchase 5 year extended warranties for \$92 each unit.

DELIVERY: MSI purchases and accepts delivery of all equipment in advance of shipment to THE MUNICIPALITY in order to load, configure and test each item. These functions are performed as a service to THE MUNICIPALITY at no additional charge.

HOLD HARMLESS: THE MUNICIPALITY agrees to hold MSI harmless for all claims, damages, losses and expenses resulting, in whole or in part, from hardware defects or failures.

IN WITNESS WHEREOF, the parties have executed this addendum on the first date written below.

VILLAGE OF LAGRANGE
Municipality

Mayor/President (PRINT)

By: _____

Mayor/President (SIGNATURE)

Attested:

Clerk (SIGNATURE)

Date: _____, 20 _____

MUNICIPAL SYSTEMS, INC.
An Illinois Corporation

Matthew C. Regan

Chief Operating Officer (PRINT)

By _____

Chief Operating Officer (SIGNATURE)

Attested:

Secretary (SIGNATURE)

Date: _____, 20 _____

2
4-13, 15

ADDENDUM "B"

Website Security Overview

Municipal Systems, Inc. is committed to providing the necessary security needed to protect information and applications entrusted to its care through a variety of physical, technical, and administrative safeguards.

Physical

- Facility monitored with 23 external security cameras.
- Facility locked 24 hours a day with card readers.
- Receptionist in lobby ensuring proper processing of visitors.
- Secured, locked, limited access data center with card readers and camera.
- Off-site data center with redundant equipment and comprehensive business continuity and disaster recovery plans. All servers could be restored in 4 hours or less, if necessary.

Technical

- Comprehensive internet security firewall including intrusion detection monitoring and intrusion prevention.
- Anti-virus protection installed on all servers and workstations.
- Industry standard data encryption applied to all secure applications and data, data in transit and data at rest on mobile end points (e.g. laptops, smartphones, tablets).

Administrative

- Experienced Operations team monitoring all operations 24x7x365.
- Comprehensive set of IT Internal Controls tested regularly, audited annually.

AGREEMENT FOR WEB-BASED PAYMENT SERVICES

Agreement dated this ____ day of _____, 20____, by and between Violations Payment.Com, Inc. ("VPCI"), an Illinois corporation, and the Village of LaGrange, Illinois ("Municipality"), an Illinois municipal corporation.

WHEREAS, the Municipality has adopted a system for enforcement of certain of its ordinances; and

WHEREAS, the Municipality licenses software to operate its ticketing system from Municipal Systems, Inc. ("MSI"); and

WHEREAS, prior to, or upon conclusion of the ticketing process, fines are owed and/or paid, by certain violators, to the Municipality; and

WHEREAS, the Municipality is desirous of facilitating the payment of these fines by violators; and

WHEREAS, VPCI operates a website for the purpose of allowing credit card payment of fines by violators over the internet; and

WHEREAS, the Municipality wishes to make use of VPCI's website for payment of fines by violators.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereby agree as follows.

1. Provided that the Municipality provides access to its information systems, within ____ days after execution and delivery of this Agreement to VPCI, VPCI will configure its website so that violators may pay fines or other fees owed to the Municipality by credit card, at that website. During the time that this Agreement and any extensions thereof are in effect, the Municipality agrees to maintain on its website, a link to the VPCI website used for payment of fines and other fees.

2. In the performance of this Agreement, VPCI may have access to or receive personal or confidential information including, but not limited to, the name, address, telephone number, e-mail address, birth date, social security number, driver's license number, or other personal identifiers of any person ("Confidential Information"). VPCI may not use any Confidential Information in any way except to provide the services required by this Agreement and may not disclose to any third party in any way any Confidential Information without the prior written consent of the Municipality.

3. VPCI has entered into a Merchant Services Agreement with Bank of America (BA Merchant Services, LLC) to process any credit card payments which are made at the website. At the outset, the web-site will accept payment by VISA and MasterCard, but continued acceptance of those, or other credit cards, during the term of this Agreement shall be subject to the sole discretion of VPCI; as is any decision by VPCI to change processing banks.

4-B.17

4. The transaction fee charged by Bank of America, or any other processing bank, which at the outset is 1.77% of the amount paid, shall be deducted from the Municipality's share of any amount paid at the website. Any such transaction charges will be adjusted, as necessary, for increases or decreases by the processing bank. Notice of any such changes will be given to the Municipality prior to implementation, provided that sufficient notice is received from the processing bank. In the event that transaction fees are increased by the processing bank or by VPCI to an amount that exceeds 3.5%, the parties may mutually agree that the fee increase is acceptable, or either party may terminate this Agreement upon fifteen days notice to the other party.

5. It is agreed and understood that VPCI will charge a convenience fee to any person making payment at the website, and any such fees will be retained by VPCI in consideration of maintaining the web-site. VPCI will provide the Municipality with notice of the initial amount of any convenience fee to be charged before beginning services under this agreement, and of any change to the amount of the convenience fee during the term of this Agreement at least 3 business days before implementing that change.

6. The term of this Agreement shall be for a period of one year from the date first written above. Unless either party gives written notice of termination to the other at least 60 days prior to the expiration of the initial term or any extended term, then this Agreement shall remain in full force and effect for additional one-year terms.

7. Payment of amounts due to the Municipality will be made at least monthly from the account established by VPCI at the credit card payment processing bank. It is the responsibility of the Municipality to provide VPCI and the processing bank with accurate and current wiring or electronic payment instructions for the payments to be made to the Municipality.

8. The Municipality agrees to hold VPCI harmless from any and all claims due to the acts or omissions of third parties related to the processing and payment of amounts due to the Municipality from credit card payments made through the website. VPCI agrees to hold the Municipality harmless from any and all claims arising out of the acts or omissions of VPCI or its officers, employees, and agents relating to VPCI's performance under this Agreement.

9. While VPCI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of VPCI. The Municipality agrees that VPCI shall have no liability for downtime of the website unless caused by VPCI's own willful conduct.

10. Any notice which any party may desire or may be required to give to any other party shall be in writing and shall be delivered (a) personally, (b) via facsimile, (c) sent by United States registered or certified mail, return receipt requested, or (d) sent by overnight express courier, postage prepaid, and the same shall be effective upon (e) receipt if delivered personally (or upon refusal of acceptance if personal delivery is attempted), (f) transmission if delivered via facsimile; provided () that an electronic confirmation of such transmission evidences delivery prior to 5:00 p.m. Central time on a business day (ii) and the original notice is sent by mail the next business day, otherwise such notice shall be effective the next business day, or (iii) two (2) business days after deposit in the mails, if mailed, or (iv) one (1) business day after deposit with an overnight express courier. All notices, demands and other communications must be addressed to a party at its address set forth below or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

LI-B-18

If to VPCI, to: Matthew C. Regan, President
7330 College Drive, Suite 108
Palos Heights, Illinois 60463
Facsimile: (708) 448-1749
If to the Municipality: Village of LaGrange

Attention: _____

Facsimile: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective as of the date first written above.

**The Village of LaGrange
Municipality**

By: _____
President (PRINT)

President (SIGNATURE)

Attested:

Clerk (SIGNATURE)

Date: _____, 20 _____

**Violations Payment.Com, Inc.
An Illinois Corporation**

By: _____
Matthew C. Regan
Chief Executive Officer (PRINT)

Chief Executive Officer (SIGNATURE)

Attested:

Secretary (SIGNATURE)

Date: _____, 20 _____

4-B.19



The Municipal Collection Specialist

Collection Contract

Village of LaGrange
53 W LaGrange Rd
LaGrange, IL. 60525

Attached is an agreement for THE MUNICIPALITY's consideration in regards to Municipal Collection Services, Inc. (MCSI) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCSI. We will execute by signing both, return a copy to the Village of LaGrange and retain one copy on file here.

We appreciate the Village of LaGrange considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCSI.

Sincerely,

Dan McDonald
Sales Manager - MCSI

7330 College Drive, Suite 108, Palos Heights, Illinois 60463 (708)448-6669 Fax (708)448-1749

4-13-20

**Collections Contract
For
Collection Services**

WITHIN THE

Village of LaGrange, IL

PRESENTED ON: 3/11/2013

(If not accepted, Offer expires in 60 days)

PRESENTED BY:

Municipal Collection Services, Inc.
7330 College Drive, Suite 108
Palos Heights, IL 60463
(708) 448-6669 FAX 448-1749

4-B,21

COLLECTION SERVICES AGREEMENT

Municipal Collection Services, Inc.

AGREEMENT, made this ____ day of _____, 20____ by and between Municipal Collection Services Incorporated, an Illinois corporation (hereinafter referred to as MCSI), and the **Village of LaGrange**, Illinois (hereinafter referred to as THE MUNICIPALITY).

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, THE MUNICIPALITY wishes to list certain municipal violations listed for collection owed to the MUNICIPALITY with MCSI for collection;

WHEREAS, MCSI possesses the personnel, experience, expertise, and equipment to effectively aid THE MUNICIPALITY in collecting its municipal violations listed for collection through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

ARTICLE I

THE MUNICIPALITY agrees to list all of the unpaid and past due municipal violations that it lists for collection with MCSI through the MSI software.

Any municipal violations listed for collection with MCSI will be collected and administered pursuant to all of the terms and conditions in this Agreement.

All municipal violations listed for collection will be forwarded to MCSI, using the forms and procedures designated by MCSI.

Upon request of MCSI THE MUNICIPALITY will provide certified copies of documents necessary for use of MCSI in collection and any court action as necessary.

MCSI will acknowledge receipt of any documents listed for collection within five days thereof.

In the performance of this Agreement, MCSI may have access to or receive personal or confidential information including, but not limited to, the name, address, telephone number, e-mail address, birth date, social security number, driver's license number, or other personal identifiers of any person ("Confidential Information"). MCSI may not use any Confidential Information in any way except to provide the services required by this Agreement and may not disclose to any third party in any way any Confidential Information without the prior written consent of the MUNICIPALITY.

ARTICLE II

MCSI agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of municipal violations listed for collection.

MCSI will pursue court action to obtain/perfect civil judgments when in its judgment and discretion it believes such action is advisable and will aid in its collection efforts.

In compliance with Illinois law, no violation will be referred to an attorney without five days prior written notice to THE MUNICIPALITY of MCSI's intention to do so.

ARTICLE III

Except as provided in Article V, no fees will be payable to MCSI until such time as any money is collected, at which time MCSI will be paid as follows:

A. MCSI will be entitled to any costs awarded by the Court in the collection of the municipal violations listed for collection. If no additional expense amount is awarded for costs, this section (A) will not apply.

B. Thirty-five percent (35%) of the balance of the amount collected on each file.

ARTICLE IV

MCSI shall have the exclusive right to collect the amounts owed hereunder until such time as it chooses, in its sole direction, to return the outstanding municipal violations listed for collection to THE MUNICIPALITY. Any inquiries concerning any municipal violation listed for collection; including attempts to make payment thereon, shall be referred at the earliest possible time to MCSI.

MCSI will deposit any money collected in a separate bank trust account established for that purpose.

After deduction of its fees and costs allowable by this Agreement, MCSI will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to the MUNICIPALITY will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE MUNICIPALITY on municipal violations which have been listed for collection, THE MUNICIPALITY will report such collections to MCSI within 3 business days for accounting under this Article.

MCSI will assist THE MUNICIPALITY in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or an authorized technology partner, will prepare and/or perform the weekly upload of the "add", "change" and "delete" files at no additional charge to THE MUNICIPALITY. MCSI will also update payment information from the IOC into THE MUNICIPALITY's MSI software database. MCSI's compensation for services relating to the Local Debt Recovery Program is 17% of the amount received by THE MUNICIPALITY from the IOC for each debt.

ARTICLE V

THE MUNICIPALITY hereby authorizes MCSI to compromise, or reach negotiated settlements on any municipal violation listed for collection. However, unless otherwise authorized THE MUNICIPALITY in writing, any such settlements shall be in conformance with the minimum amounts as set forth herein. The parties agree that no violation or other claims mutually agreed upon listed for collection will be settled, negotiated or compromised for less than 50% of the amount due.

Should THE MUNICIPALITY make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect municipal violations listed for collection, then MCSI shall be entitled to payment in full, as delineated in Articles III and IV hereof, based on the full amount, as listed. Any such payments which may become due may be deducted from THE MUNICIPALITY'S next monthly payment from MCSI. The MUNICIPALITY may from time to time request to have a debt returned before it is collected. The MCSI collection manager will review any such request and will promptly return the debt to THE MUNICIPALITY subject to payment of any compensation provided for in this Section. When THE MUNICIPALITY requests return of a debt, the parties shall confer and determine what compensation, if any, should be paid to MCSI in light of the time and resources that MCSI expended on collection efforts. In no event will the compensation exceed 35% of the total amount of the return debt. If either party collects money on a debt before it is returned to THE MUNICIPALITY, MCSI will be entitled to compensation as provided in Articles III and IV.

ARTICLE VI

MCSI agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCSI during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE MUNICIPALITY, its servants or employees.

Further, THE MUNICIPALITY warrants and represents to MCSI that any municipal violation listed for collection will be a legal and valid debt owed to THE MUNICIPALITY; and in addition to the indemnities listed above, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including attorneys' fees occasioned by claims or suits arising from the breach of these warranties and representations.

Except as indicated above, MCSI shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCSI'S performance or non-performance of its obligations under this agreement, any law dealing with the credit rating of any individual, and other applicable Federal and State laws arising out of the acts or omissions of MCSI or its agents or employees.

ARTICLE VII

The initial term of this Agreement is for a period of 36 months from the date first written above ("Initial Term"). Upon written notice, either party may terminate the Agreement during the Initial Term in the event of a default by the other party. Default is defined as a failure to meet the specifications of any material term of this Agreement. Unless terminated as provided in this Article VII, at the conclusion of the Initial Term, this Agreement shall continue, under the same terms and conditions, for additional 12-month periods ("Extension Period(s)"), unless notice is given by either party, at least 30 days prior to the end of the Initial Term, of the intent to terminate the agreement. During the Extension Periods, either party may terminate this Agreement, upon written notice to the other, served at least 30 days prior to the intended date of termination.

In the event of termination of this Agreement by either party during the Initial Term or any Extension Period, MCSI shall retain its exclusive right to collect any violations listed for collection prior to the date of the notice of termination, for a period of 4 months after the end of this Agreement.

ARTICLE VIII

At least once per year, MCSI will return to THE MUNICIPALITY such municipal violations listed for collection which it determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated in writing by the parties, notices shall be sent as follows:

If to MCSI,

MUNICIPAL COLLECTION SERVICES INC.
7330 College Drive, Suite 108
Palos Heights, Illinois 60463

If to THE MUNICIPALITY,

Village of LaGrange
53 W. LaGrange Rd
LaGrange, IL. 60525

ARTICLE X

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This agreement may only be altered or modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date first above written.

Village of LaGrange, IL
MUNICIPALITY

By: _____
President (PRINT)

President (SIGNATURE)

Attested:

Clerk (PRINT)

Clerk (SIGNATURE)

Date: _____, 20 _____

MUNICIPAL COLLECTION SERVICES, INC.
An Illinois Corporation

By: _____
Matthew C. Regan
Chief Executive Officer (PRINT)

Chief Executive Officer (SIGNATURE)

Attested:

Frank Regan
Secretary (PRINT)

Secretary (SIGNATURE)

Date: _____, 20 _____

4-B-25

MINUTES

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

Monday, February 25, 2013 - 7:30 p.m.

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

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

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

ABSENT: None

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

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

2. PRESIDENT'S REPORT

President Asperger invited residents to attend a Budget Workshop scheduled to be held on Saturday, March 9 at 8:00 a.m. in the lower level conference room of the Village Hall. Explaining that this is the final component of the Board's comprehensive review of the proposed budget for Fiscal Year 2013-14, President Asperger encouraged residents to review the proposed budget, specifically the Village Manager's message, which will be posted on the Village's website and available at the Village Hall and La Grange Public Library.

President Asperger provided details regarding voter registration; early voting; absentee voting; and referenced the Cook County Clerk's website for additional information on the upcoming Consolidated Election on April 9, 2013.

4-C

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Award of Contract – FY 2013-2014 & FY 2014-2015 Tree Removal Program
- B. Contract – Village Fountain Installation
- C. Purchase – Public Works Department / Replacement of General Utility Van
- D. For-Profit Solicitation – Everdry Waterproofing
- E. Minutes of the Village of La Grange Public Hearing Electric Aggregation and Board of Trustees Regular Meeting Monday, February 11, 2013
- F. Minutes of the Special Meeting of the Village board of Trustees – Capital Projects Workshop, Monday, January 28, 2013
- G. Consolidated Voucher 130225 – (\$468,732.)

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

Trustee Holder commended staff on the recommendation for the installation of the Village Fountain.

Approved by roll call vote.

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

Nays: None

Absent: None

5. CURRENT BUSINESS

- A. Resolution (#R-13-04) Adopting a Plan of Operation and Governance for Electric Aggregation Program Pursuant to Public Act 96-0176:: Referred to Trustee Palermo

Trustee Palermo provided detailed background information on the process by which the Electric Aggregation Program has evolved, which included voter approval of a referendum question asking whether the Village should seek to create an electricity aggregation program; Village Board adopting an ordinance authorizing an opt-out electricity aggregation program; entering into a contract with the Illinois Community Choice Aggregation Network for electric aggregation consulting services;

4-c.1

advertising and conducting two public hearings on January 28, 2013 and February 11, 2013; and providing direction to staff on preparing a Plan of Operation and Governance for the Electric Aggregation Program.

Notable changes to the final Plan of Operation and Governance for the Electric Aggregation Program before the Board this evening were annotated by Trustee Palermo. Those changes being the supplier's term of the agreement; options for residents related to renewable energy; no additional administrative costs; negotiating a fixed price for all participants during years contracted; no enrollment, termination, or switching fees; and the supplier would maintain customer service throughout the term of the contract.

Upon approval of the Plan of Operation and Governance, Trustee Palermo explained that the next step is to issue the request for qualifications from licensed alternative retail electricity suppliers as determined by the Illinois Commerce Commission whereby the Village would make a selection. From that selection process, a pool of qualified bidders would be created. Providing additional details in the bid evaluation and selection process, Trustee Palermo noted that a decision on the selection of a supplier is required prior to the end of each business day in order to achieve the most advantageous market price for electricity supply. In order to be advantageous with this process, Trustee Palermo referenced the recommendation to authorize the Village President and Village Manager or their designee to accept the power supply bid most favorable to the Village in order to execute a contract with the electricity supplier. It was also noted that the consultant would be available in an advisory capacity.

It was moved by Trustee Palermo to approve the Resolution adopting the Plan of Operation and Governance for the Electric Aggregation Program, and authorizing Village representatives to accept an electricity supply bid in order to execute an electricity supply contract, seconded by Trustee Holder.

Trustee Palermo inquired about conducting a conference call to provide the Board's input on the decision making process for contracting an electricity supplier. As the Village has not adopted an electronic communications / meeting attendance policy, Village Attorney Burkland responded that such a conference would not comport with the requirements of The Open Meetings Act. The alternative would be to conduct a special meeting and four members of the Village Board would need to be present.

Trustee Horvath requested information about the criteria on reviewing electricity supplier bids. Village consultant Mr. Mark Pruitt responded explaining that the selection of suppliers would be based on qualifications and pricing. Adding that market conditions are currently indicating a 12 month term would be the most competitive.

4-C.2

Trustee Palermo asked if there is a price available for electricity going forward in negotiating a longer term contract. Mr. Pruitt responded affirmatively, but added that accepting a longer term contract may inflate unit pricing as vendors adjust for risk.

Approved by roll call vote.

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

Nays: None

Absent: None

B. Request to Purchase – Police Department / Replacement of Squad Cars: Referred to Trustee Langan

Trustee Langan noted this item was presented and discussed by the Board at several prior meetings. Annotating detailed background information of those discussions, Trustee Langan explained the Board's concerns related to their fiduciary responsibility in the purchase of police squad cars; retention for a longer replacement cycle; maintenance and repair costs associated with retention; depreciation in value; manufacturer warranties; and utilization of the State Purchasing Contract.

As the Board continued to have concerns, Trustee Langan noted that staff was directed to provide additional information and research various options for the most cost effective purchase.

Summarizing the type of vehicles, and deadlines offered through the State Purchasing Contract, Trustee Langan stated that a local Chevrolet dealership was contacted as another option. That dealership is able to honor the State purchasing bid price, and deliver the vehicles after the State purchasing contract deadline.

Trustee Langan provided additional information on the cost comparison of various types of vehicles considered over the past year and budget impacts specifically related to repair costs; depreciation in value; and increased purchasing price due to the delay in the purchase of the police squad cars. Trustee Langan also referenced the importance of public safety and keeping the entire fleet operable to avoid downtime associated with vehicles out of service due to maintenance.

Trustee Langan moved to waive the formal bidding process and approve the purchase of seven replacement squad cars for the Police Department's Patrol Division from Advantage Chevrolet of Hodgkins, Illinois using the state bid unit price, in an amount not to exceed \$206,000, seconded by Trustee Holder.

Trustee Kuchler does not believe that public safety is being jeopardized in the delay to purchase new police vehicles. Nor does he advocate patrol officers being utilized to transport vehicles for maintenance. Trustee Kuchler defended the Board's responsibility to request additional details before approving purchases, indicating the

4-C.3

process by which staff prepares reports for purchases to the Board does not always provide adequate information for the Board's thorough evaluation.

Trustee Horvath concurred with Trustee Kuchler with respect to process and believes that more analysis is needed in order to strike a good balance for the most cost-effective purchase and not necessarily using the state bid unit pricing.

Trustee Palermo concurs with Trustees Kuchler and Horvath that a more advantageous bidding process is needed when making decisions on the purchase of police vehicles. Trustee Palermo stated he would be voting no.

Trustee Nowak feels that staff has provided adequate information and the requested clarification. He believes that the State bid process is a best practice. Trustee Nowak commended Chief Holub for identifying a local dealer who is willing to honor the State bid price. Moving forward, Trustee Nowak encouraged staff to look at ways to reduce repair expenses.

Trustee Horvath would like to have seen itemized information on maintenance costs and concurs that they need to be reduced.

Trustee Holder noted the additional costs related to the delay in purchasing vehicles and requested information on the State contract. Police Chief Holub responded that the State uses national specifications promulgated by the Michigan State Police, which is a recognized authority in specifying police cars. Most Illinois municipalities rely on the State contract to purchase their squad cars. Trustee Holder expressed his concern that the Board has been micro-managing staff. He stated that the Village Board should rely on its professional staff which has the operational experience and proven track record of performance. The Village Board's role on the team is to be strategic and directional.

Trustee Kuchler strongly disagrees with that characterization, and feels that the Board is attempting to make cost effective decisions with taxpayer funds.

Trustee Langan is confident that the Police Department has been appropriately managing repairs, and that the State purchasing contract is reliable.

Although there are differences in opinions on the Board, Trustee Horvath noted the main objective is in making hard decisions on problems not on each other. Trustee Horvath believes that moving forward is all about new ideas and efficiency.

President Asperger acknowledged the Board's open discussion. She disagrees that a process is needed. President Asperger noted that the process is to use the State purchasing contract. She added that Chief Holub bettered that process by having a local dealer match that price, thereby saving the Village delivery charges. President Asperger continued that the Village Board, by its own prodding moved away from the Village's process. Finally, President Asperger stated that it is appropriate for the

4-C.4

Village Board to ask questions and suggest improvements. However, Trustees should also respect each other and their professional staff. No one person has all the answers, and so the Village functions best when it operates as a team. That is how residents are served.

Motion approved by a 4 to 3 vote.

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

6. MANAGER'S REPORT

None.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

None

President Asperger acknowledged a Boy Scout in attendance this evening.

10. ADJOURNMENT

At 8:50 p.m. Trustee Langan moved to adjourn, seconded by Trustee Holder. Approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

H:\eelder\ellie\Minutes\VB022513.doc

4-C.5

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

March 11, 2013

Consolidated Voucher 130311

<u>Fund No.</u>	<u>Fund Name</u>	<u>03/11/13 Voucher</u>	<u>03/01/13 Payroll</u>	<u>Total</u>
01	General	199,877.87	302,856.56	502,734.43
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
24	ETSB	12,933.15		12,933.15
40	Capital Projects	2,920.35		2,920.35
50	Water	180,115.83	42,067.33	222,183.16
51	Parking	3,966.17	23,820.96	27,787.13
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,861.99	11,430.72	13,292.71
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>401,675.36</u>	<u>380,175.57</u>	<u>781,850.93</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

4-D

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, MARCH 11, 2013

7:30 p.m.

BOOK 2 of 2

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
Village Clerk

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: March 11, 2013

RE: **ORDINANCE – (1) VACATION OF RIGHT OF WAY AND (2) SPECIAL USE PERMIT, PLANNED DEVELOPMENT CONCEPT AND FINAL SITE PLANS TO AUTHORIZE A MULTIPLE FAMILY RESIDENTIAL BUILDING, 1407 W. Cossitt Avenue, Big Tuna’s, Inc.**

Big Tuna’s Inc. recently purchased the property at 1407 W. Cossitt Avenue and proposes to construct a two and a half story six-unit residential building. The subject property was recently zoned into the R-7 multiple family district and is currently occupied by a 55 year old two unit residential building.

The subject property is located in an area that includes several different uses with various zoning classifications. A condominium building and a six-unit apartment building both zoned R-8 multiple family, are directly to the west on Cossitt. A single family residence, directly to the east was recently reclassified from R-6 to R-7 that could be redeveloped to the same height and bulk as the subject property. Further east along Cossitt is a recently converted 3-unit residential building as well as the La Grange Area Department of Special Education (LADSE), which is zoned IB Institutional Buildings. Directly across the street is the Lyons Township High School athletic field zoned OS Open Space district. Directly adjacent to the north of the property is the Burlington Northern Santa Fe (BNSF) railroad.

While recognizing the predominately single-family character of the Village, the *Comprehensive Plan* identifies several areas of our community appropriate for multiple family developments in order to meet the first goal of the land use section of the Plan: to provide “*diverse housing options for Village residents.*” The subject property is recommended in the Plan as an area that “*could potentially accommodate multi-family development in the future.*” This proposal would be consistent with the recommendations of the Plan. In addition, this proposal is consistent with the Village’s recent change in classification of the subject property from the R-6 two family district into the R-7 multiple family district, which “*is intended to provide areas...for modest density multiple family dwellings.*”

As proposed, the development requires zoning relief from provisions of the Code, including total lot area, lot area per unit, required front yard, building coverage and lot coverage. Subject to the standards and limitations established in the Zoning Code, the Village Board has the authority, in

5-A

connection with the granting of any Planned Development approval to alter, vary or waive provisions of this Code as they apply to an approved Planned Development.

A Planned Development is a distinct category of Special Use and has the same general purposes of all special uses. Section 14-502 of the Zoning Code states, "*Within a planned development, the traditional use, bulk, space and yard regulations may be relaxed if they impose inappropriate limitations on the proposed development or redevelopment of a parcel of land that lends itself to an individual planned approach.*"

The Planned Development Section of the Zoning Code was recently amended to create a new category of "small planned development" with specific regulations for smaller, infill development projects as distinct from larger, campus-style planned developments. A "Small PD" includes "*every project that includes less than 40,000 square of total land area.*" At 11,250 square feet, the proposed project falls within this category. Separate standards for Small PDs include new standards for excellence of design.

In November 2012, Big Tuna's, Inc. filed a petition with the Community Development Department for a vacation of the Village's 20 ft. wide by 75 ft. alley abutting the north boundary of its property at 1407 W. Cossitt. The additional land would be used to allow for a two lane circulation aisle, adequate parking and space to pull into the proposed garages. In December 2012, the Village Board approved a resolution indicating its desire to study the request. The petition was then remanded to the Plan Commission for a public hearing along with applications for Special Use/Planned Development and Site Plan Approval.

A Plan Commission public hearing was held on all of the applications beginning on January 8, 2013. At the hearing, a motion was made and seconded that the Plan Commission recommend approval of the vacation of right-of-way. The resulting roll call vote was unanimous (7/0/0).

Commissioners continued discussion of the special use permit, planned development and site plan applications for one additional evening on February 12, 2013. At the public hearing, the applicant provided the following revisions to the plans and additional information as requested by the Plan Commission:

- Increased front yard from 7 feet to 10 feet to be consistent with the building on the corner of Cossitt and Gilbert Avenue;
- Decreased building width in order to shift the building away from the eastern property line from 6.5 feet to 7.5 feet setback, which meets the required yard and no longer needs relief from the zoning regulations;
- Provided elevations for all sides of the buildings and garages along with descriptions of materials proposed;

5-A-1

- Shifted the proposed garage from 3 feet to 5' off the rear lot line and moved the parking area 5' closer to the building, which ultimately relocated green space. This accommodates an easement required by Com Ed; and
- Preliminary drainage plans to address neighbor concerns about the potential for storm water runoff as a result of this project.

The project requires relief by Planned Development from the following areas:

1. Total Lot Area
2. Lot Area per Unit
3. Required Front Yard
4. Maximum Building Coverage
5. Maximum Total Lot Coverage

The specific amount of relief is noted in the following table:

<i>Standard</i>	Required	Proposed
<i>Total Lot Area</i>	Minimum 12,000 square ft. (Legal nonconforming = min. 70% = 8,400 sq. ft.)	11,250 square ft (including the area of the ROW proposed to be vacated.) – Legal nonconforming lot of record.
<i>Lot Area Per Unit</i>	Minimum 2,000 sq. ft. per unit Permitted: 5 units (11,250 ft ² / 2,000 = 5.625 = 5 units)	6 units
<i>Front Yard</i>	25 feet	10 feet
<i>Maximum Building Coverage</i>	Maximum 35% Permitted: 3,937.50 ft²	4,678 ft² (41.5%)
<i>Maximum Total Lot Coverage</i>	Maximum 60% Permitted: 6,750 ft.²	8,342 ft² (74.1%)

At the hearing, the Commissioners discussed the appropriateness of this use and determined that the project will not create any adverse impacts on the surrounding area. Key features of the Final Plan that were discussed at the hearings include conformity with the Village's Urban Design Guidelines, height of the building, handicapped accessibility, quality of materials, and drainage plans.

After deliberation, the Plan Commission voted unanimously (7/0/0) to recommend that the special use permit, site plans and planned development final and concept plan be granted with several conditions. A synopsis of the conditions is as follows:

5-A.2

- As determined by the appraisal, dated February 8, 2013, the fair market value of the Vacation Property is \$13,000. Due to the excellence in design and cost of the project, staff recommends that the owner only pay the full appraised value for the alley to fulfill the public contributions requirement. Staff believes that if further monetary contributions were placed upon the developer, value engineering may have to occur that would diminish the “excellence of design.”
- Submit all final site engineering plans, utility relocation plans, screening plans, and landscaping details for approval prior to issuance of a building permit.
- That the Applicant provide material samples that conform with the elevations for review and acceptance by staff, prior to issuance of a building permit.

Village Attorney, Mark Burkland has prepared the attached ordinances for your consideration, granting: (1) Vacation of a portion of the public right of way located north of the property at 1407 W. Cossitt Avenue, and (2) Special Use permit, site plans and planned development concept and final plans for a multiple family residential project at 1407 W. Cossitt. Staff concurs with the Plan Commission and recommends approval of the attached ordinances.

Representatives of Big Tuna’s Inc. will be in attendance at the meeting to answer any questions you may have regarding their applications.

5-A,3

VILLAGE OF LA GRANGE

ORDINANCE NO. O-13-_____

AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
LOCATED NORTH OF THE PROPERTY AT 1407 WEST COSSITT AVENUE

WHEREAS, the owner of the property commonly known as 1407 West Cossitt Avenue in the Village of La Grange (the "*Adjacent Property*") has filed an application (the "*Application*") with the Village of La Grange for a vacation of public right-of-way of dedicated alleyway adjoining the north lot line of the subject property (the "*Vacation Property*"), which Vacation Property is legally described as follows:

That part of the 20-foot-wide alley lying West of the northerly extension of the East Line of Lot 18 and East of the northerly extension of the West Line of Lot 20, all in Elmore's Leitchworth, being a subdivision in the West Half of the East Half of Section 5, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 28, 1923, as Document Number 7951869, in Cook County, Illinois; and

WHEREAS, the Vacation Property is not improved as a public road, is not currently being actively used as public right-of-way, and is not useful to the Village as public right-of-way; and

WHEREAS, the La Grange Plan Commission, after proper public notice, held a public hearing on January 8, 2013, on the Application and recommended that the President and Board of Trustees of the Village of La Grange; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that the public interest will be served by the vacation of the Vacation Property as provided in this Ordinance, which vacation will relieve the public from the possible future burden and responsibility of maintaining said right-of-way;

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 hereby incorporated into this Ordinance as findings of the Board of Trustees.

Section 2. Vacation; Plat. The Vacation Property is hereby vacated and closed, with title in the Vacation Property transferring to the owner of the title to the Adjacent Property (the "*Owner*"), which Adjacent Property is legally described as follows:

Lots 18, 19 and 20 in Elmore's Leitchworth, being a Subdivision in the West ½ of the East ½ of Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat Recorded May 28, 1923 as Document Number 7951896, in Cook County, Illinois.

5-A.4

The plat of vacation (the "Plat") attached hereto and made part hereof as Exhibit A is hereby approved.

Section 3. Reservation of Easement. An easement is hereby reserved over the entirety of the Vacation Property for public utility purposes. No rights to this easement may be exercised by any party other than the Village unless first approved by resolution of the Village's Board of Trustees.

Section 4. Payment of Fair Market Value. The Owner must pay to the Village, by cashier's check, the amount of \$13,000, which is the fair market value of the Vacation Property as determined by the appraisal dated February 8, 2013, on file with the Village Clerk.

Section 5. Effective Date. This Ordinance will be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law and payment by from and after payment by the Owner of \$13,000 to the Village.

PASSED this ____ day of _____ 2013

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2013

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

5-A-5

EXHIBIT A

5-A.6

17-A-5

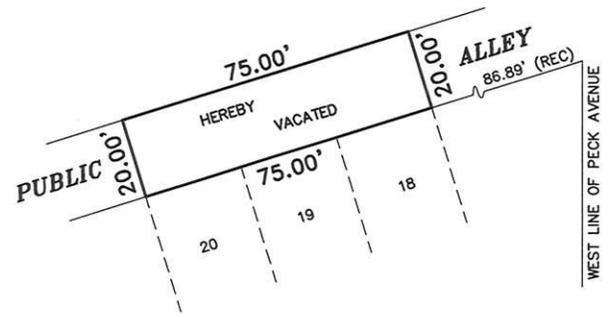
PLAT OF VACATION OF PUBLIC ALLEY

IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP
38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

AREA OF VACATION
1,500 SQUARE FEET
0.334 ACRES
(more or less)

EASEMENT
AN EASEMENT IS HEREBY RESERVED FOR THE VILLAGE OF
LAGRANGE OVER THE ENTIRETY OF THE VACATED PUBLIC
ALLEY FOR EXISTING AND FUTURE PUBLIC UTILITY PURPOSES.

VACATION LEGAL DESCRIPTION
THAT PART OF THE 20 FOOT WIDE ALLEY LYING WEST OF THE
NORTHERLY EXTENSION OF THE EAST LINE OF LOT 18 AND EAST
OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 20,
ALL IN ELMORE'S LEITCHWORTH, BEING A SUBDIVISION IN THE
WEST HALF OF THE EAST HALF OF SECTION 5, TOWNSHIP 38
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1923, AS
DOCUMENT NUMBER 7951896, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, MARK H. LANDSTROM, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE PLAT HEREON HAS BEEN PREPARED UNDER MY
DIRECTION FOR VACATION OF PUBLIC ALLEY PURPOSES ONLY. DIMENSIONS
ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS SHOWN
ARE BASED ON DUE NORTH DETERMINED BY GPS MEASUREMENT.

DATED AT PALOS HILLS, ILLINOIS, THIS 4TH DAY OF MARCH, A.D. 2013.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF LAGRANGE, ILLINOIS, AT
A MEETING

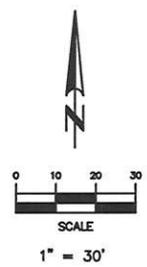
HELD THIS _____ DAY OF _____, A.D. 20 _____

CHAIRMAN OF PLAN COMMISSION SECRETARY

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LAGRANGE, ILLINOIS,
AT A MEETING

HELD THIS _____ DAY OF _____, A.D. 20 _____

VILLAGE PRESIDENT VILLAGE CLERK



MARK H. LANDSTROM
IPLS No. 2625
LICENSE RENEWAL DATE: 11/14/2014

PREPARED FOR:
BIG TUNA'S INC.
PREPARED BY:

LANDMARK
ENGINEERING LLC
DESIGN FIRM REGISTRATION NO. 184-005577
7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737
SURVEY No. 13-02-079-R

VILLAGE OF LA GRANGE

ORDINANCE NO. O-13-_____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT, SITE PLAN,
AND PLANNED DEVELOPMENT CONCEPT AND FINAL PLANS
FOR A MULTIPLE FAMILY RESIDENTIAL PROJECT
AT 1407 WEST COSSITT AVENUE

WHEREAS, Big Tuna's, Inc (the "*Applicant*") and 21 Burlington LLC – Cossitt Series (the "*Owner*"), which owns the property commonly known as 1407 West Cossitt Avenue in the Village of La Grange (the "*Subject Property*") and legally described in Exhibit A attached to and made a part of this Ordinance by this reference, have filed an application for various zoning approvals; and

WHEREAS, the Subject Property is classified in the R-7 Multiple Family Residential District of the La Grange Zoning Code; and

WHEREAS, the Applicant proposes to demolish the existing building on the Subject Property and build a six-unit multiple family residential building with a related garage, parking lot, and other facilities (the "*Project*"); and

WHEREAS, the Applicant filed applications with the Village seeking a (i) approval of a special use permit authorizing a small planned development, (ii) approval of a site plan, and (iii) approval of planned development concept and final plans, including modifications of certain regulations in the Zoning Code to accommodate the development of the Project on the Subject Property (the "*Applications*"); and

WHEREAS, the La Grange Plan Commission conducted a public hearing to consider the Applications on January 8, 2013, and February 12, 2013, pursuant to notice thereof properly published in the Suburban Life; and

WHEREAS, during the course of the public hearing, the Applicant revised its plans for the Project in response to suggestions from members of the Plan Commission and the public; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the relief requested by the Applicant for the Project subject to certain conditions, all as set forth in the Plan Commission's Findings for PC Case #208 dated February 12, 2013; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that the plans for the Project satisfy the standards established in

Sections 14-401, 14-402, 14-501, and 14-506 through 14-508 of the Zoning Code governing special use permits, site plans, and small planned developments, subject to the conditions set forth in this Ordinance;

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 Special Use Permit and Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 14-401, 14-501 and 14-506 through 14-508 of the Zoning Code, hereby approves a special use permit authorizing a small planned development on the Subject Property and approves the planned development concept plans and final plans prepared by Michael Buss Architects, LTD. and having a last revision date of February 5, 2013, in the form attached to and by this reference incorporated into this Ordinance as part of Exhibit B (the "*Approved Development Plans*"). The approvals granted in this Section 2 are subject to the conditions stated in Section 5 of this Ordinance.

Section 3. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 14-402 of the Zoning Code, hereby approves a site plan for the Project in the form attached to this Ordinance as part of Exhibit B (the "*Approved Site Plan*"), subject to the conditions stated in Section 5 of this Ordinance.

Section 4. Modifications of Certain Regulations. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 14-508 of the Zoning Code, hereby approves the following modifications to the regulations of the Zoning Code as they apply to the Project on the Subject Property, subject to the conditions set forth in Section 5 of this Ordinance:

- A. Minimum Total Lot Area. The minimum total lot area for the Subject Property is authorized to be not less than 11,250 square feet.
- B. Lot Area Per Unit. The minimum lot area per multiple family dwelling unit for the Project is authorized to be not less than 1,875 square feet.
- C. Minimum Front Yard. The required minimum front yard is authorized to be not less than 10 feet, measured from the northerly right-of-way line of Cossitt Avenue.
- D. Maximum Building Coverage. The maximum building coverage for the Subject Property is authorized to be not more than 41.5 percent, which,

based on the total lot area of the Subject Property of 11,250 square feet, authorizes building coverage of not more than 4,678 square feet.

- E. Maximum Total Lot Coverage. The maximum total lot coverage for the Subject Property is authorized to be not more than 74.1 percent, which, based on the total lot area of the Subject Property of 11,250 square feet, authorizes lot coverage of not more than 8,342.

Section 5. Conditions On Approvals. The approvals of the special use permit, Approved Development Plans, and Approved Site Plan in Sections 2 and 3 of this Ordinance, and the modifications granted in Section 4 of this Ordinance, are granted expressly subject to all the following conditions:

- A. Grading and Other Engineering Plans. All final grading and site engineering plans, including without limitation the drainage plan dated February 5, 2013, are subject to review and approval by the Village prior to the issuance of any building permit for the Project.
- B. Relocation and Burial of Electrical Facilities. The Village must review and approve, prior to the issuance of any building permit for the Project, a utility relocation plan for the Project, which plan must provide for burial of all electrical lines serving the Subject Property. The Applicant must comply with all regulations of ComEd, other utilities if any, and the Village related to the overhead transmission lines or other utilities along the rear lot line of the Subject Property, including any necessary easements and utility relocations.
- C. Landscaping Plans. The Applicant must submit final landscaping details with the application for the first building permit for the Project. Those plans are subject to review and approval of the Village prior to issuance of that first building permit.
- D. Building Materials. The Applicant must submit samples of all exterior building materials, which materials must conform with the renderings attached to and by this reference incorporated into this Ordinance as Exhibit C. The samples are subject to review and approval by the Village staff prior to issuance of any building permit for the Project.
- E. Screening Plans. All refuse containers related to the Project must be fully enclosed by an opaque fence, wall, or densely planted evergreens of a height to completely screen those containers. The Applicant must submit a dimensioned plan for that screening, includes location on the Subject Property and details related to materials and hardware.
- F. Declaration of Condominium. The Project may not be converted from rental units into condominium units except only after submission by

the Applicant to the Village Manager of a Declaration of Condominium for review and approval.

G. Building Permit Applications, Permits Required. This Ordinance does not authorize construction on the Subject Property. The Applicant, prior to commencement of any construction on the Subject Property, must submit all necessary applications to the Village and secure all required permits from the Village.

H. Compliance with Approved Plans, Conditions, Other Requirements of Law. All work and development on the Subject Property must comply with the Village-approved plans and specifications therefor, the terms and conditions of this Ordinance, and all applicable State of Illinois and Village laws, codes, ordinances, and regulations.

Section 6. Violation of Condition or Law. Any violation of any term or condition of this Ordinance or any applicable law, code, ordinance, or regulation will be grounds for rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 7. 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 March 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of March 2013.

Elizabeth Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

S-A.11

EXHIBIT A

Legal Description Of Subject Property

Lots 18, 19 and 20 in Elmore's Leitchworth, being a Subdivision in the West ½ of the East ½ of Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat Recorded May 28, 1923 as Document Number 7951896, in Cook County, Illinois.

Commonly known as 1407 W. Cossitt Avenue, La Grange, Illinois.

5-A.12

EXHIBIT B

Approved Development Plans And Site Plan

[see attached pages]

5-A.13

◆ Fieldside Commons ◆

SITE DATA:

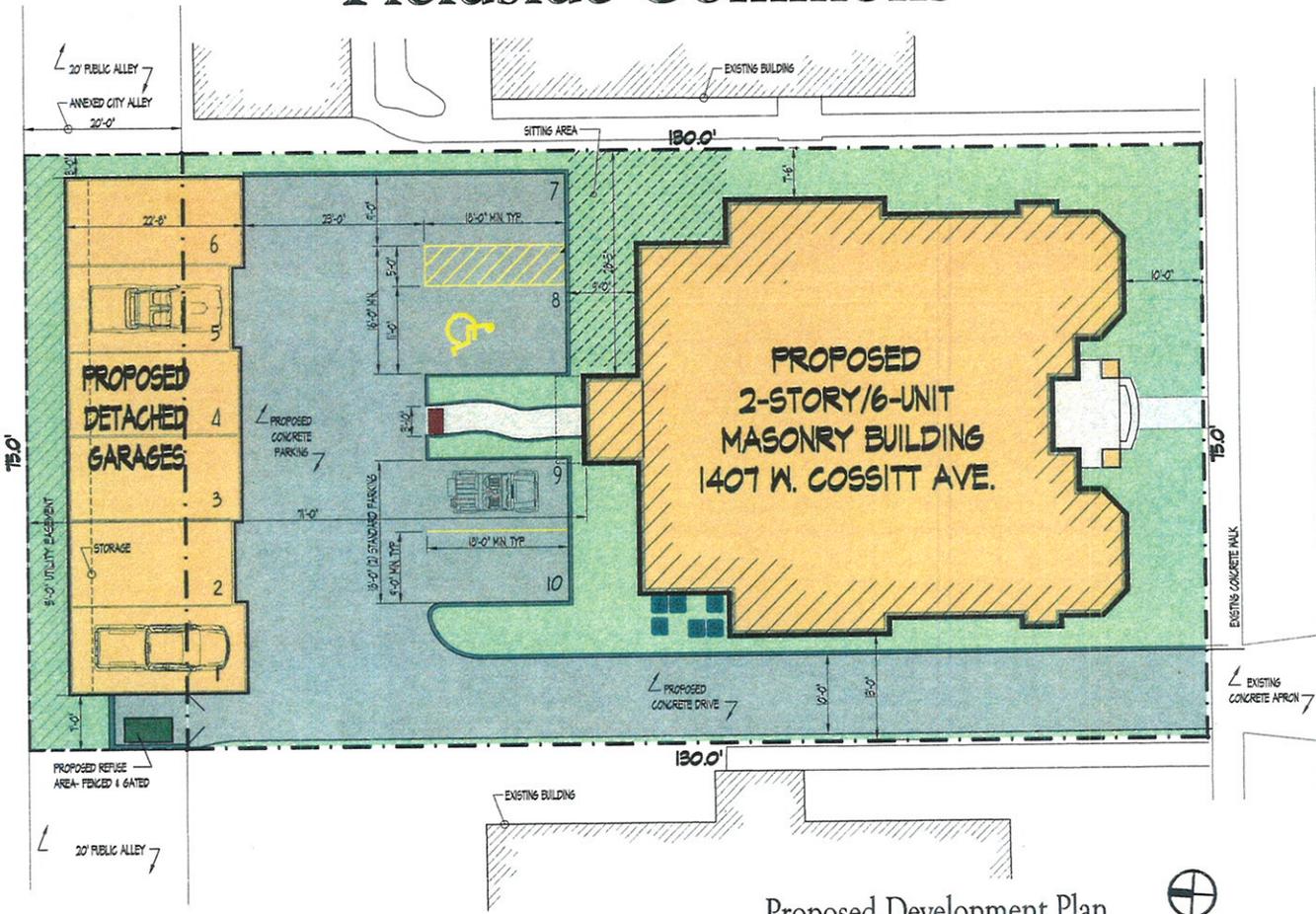
LOT AREA:	75'x150' = 11,250 SF
BUILDING STORY	2 STORIES PLUS LOFT APARTMENTS
TOTAL	4 - 2 BEDROOM UNITS 2 - 1 BEDROOM UNITS
FRONT YARD SETBACK	10'-0" PROPOSED (10'-0" ACTUAL)
SIDEYARD SETBACK	7'-6" PROPOSED (10'-0" ACTUAL)
OPPOSITE SIDE	13'-0" PROPOSED (13'-0" ACTUAL)
REAR YARD SETBACK	7'-0"
GARAGE SETBACK	3'-0" SIDE YARD 6'-0" REAR
BUILDING HT OVERALL	40'-0"
BUILDING MEANT HT	32'-0"
GROSS BUILDING AREA	8,689 SF
NET RENTABLE AREA	7,958 SF
FLOOR AREA RATIO:	700/11250 = 61.8%
LOT COVERAGE:	
BUILDING:	3246 SF BUILDING PLUS COVERED PORCHES
GARAGE:	1431 SF
TOTAL:	4678 SF 41.5% (4678/11250)
IMPERVIOUS SURFACE:	
BUILDING:	4678 SF
DRIVEWAY:	3524 SF
SIDEWALK:	140 SF
TOTAL:	8342 SF 74% (8342/11250)
GREEN / PLANTING AREA	2908 SF 25.8% (2908/11250)

REQUIRED PARKING:

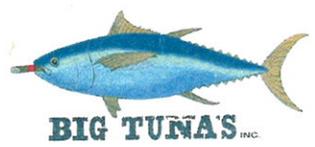
6 TOTAL UNITS x 15.0 TOTAL REQ'D

PROVIDED PARKING:

ON-SITE PARKING:	(9)
ON-SITE HANDICAP PARKING:	(1)
ON-SITE TOTAL PARKING SPACES:	(10)



Proposed Development Plan

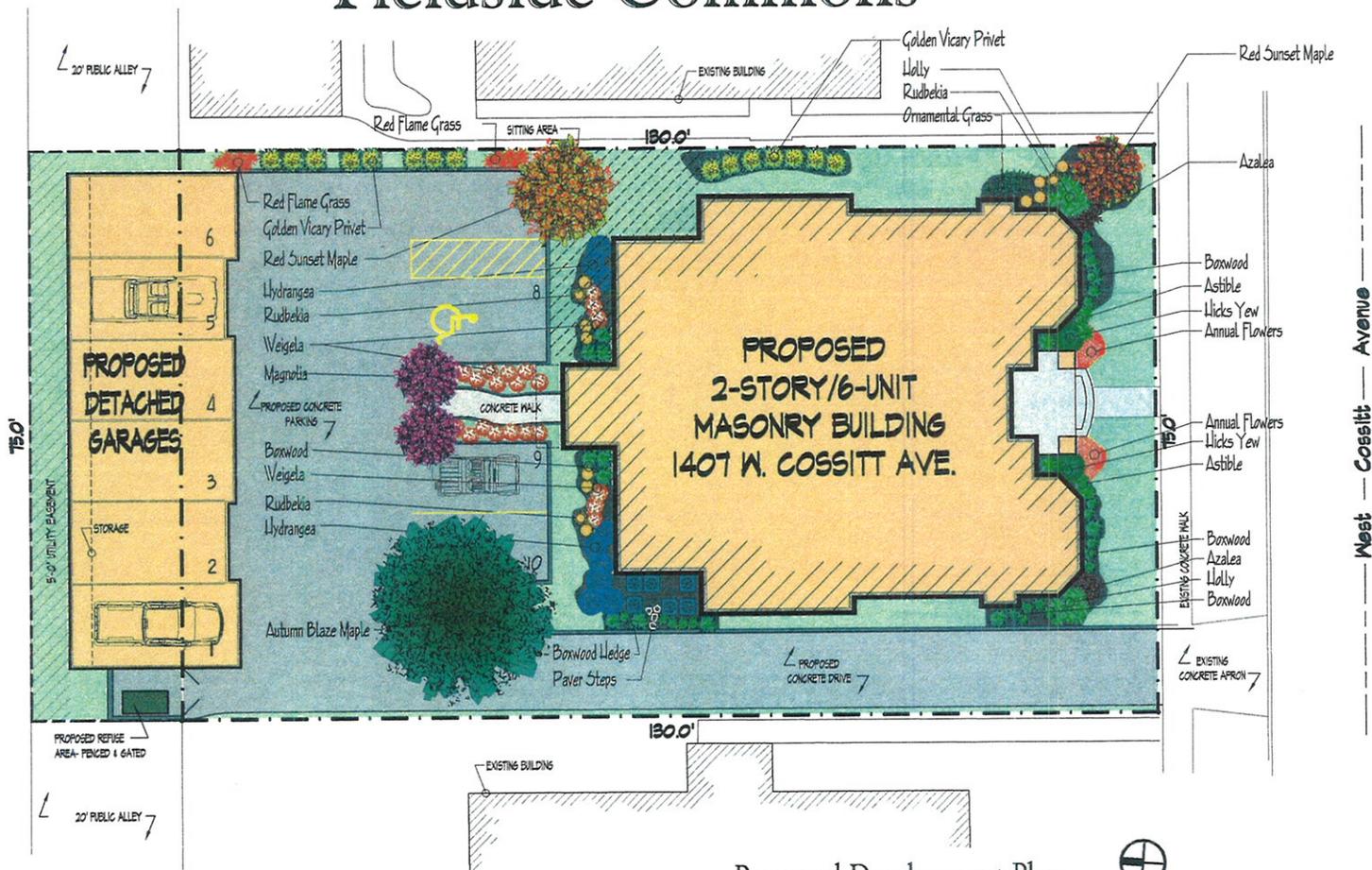


◆ 1407 Cossitt Ave ◆

2.7.13
◆ La Grange, Illinois ◆

5-A-14

◆ Fieldside Commons ◆



Proposed Development Plan



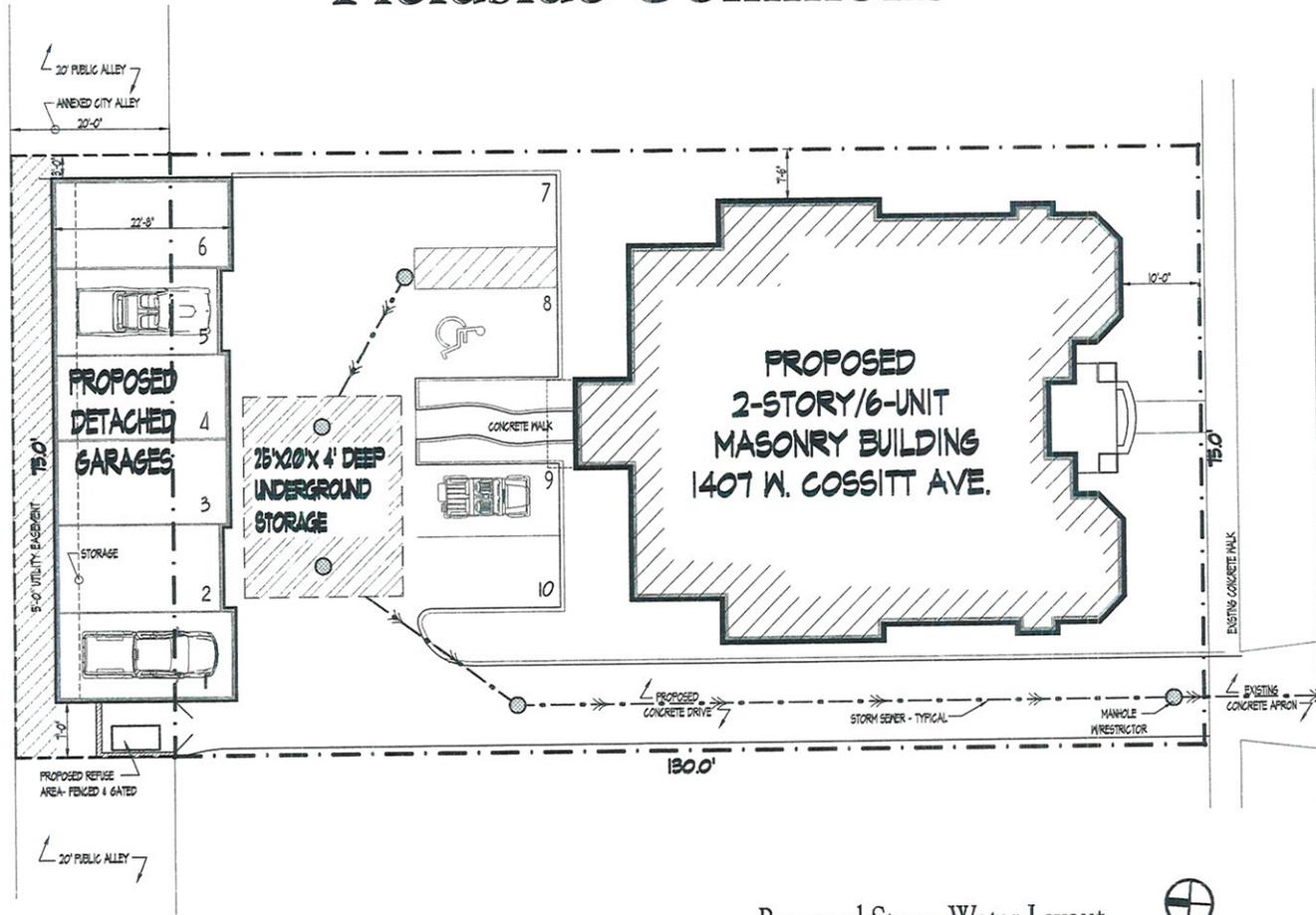
◆ 1407 Cossitt Ave ◆

◆ La Grange, Illinois ◆

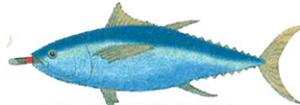
2.7.13

S-A-15

◆ Fieldside Commons ◆



Proposed Storm Water Layout



BIG TUNA'S INC.

2.7.13

◆ 1407 Cossitt Ave ◆

◆ La Grange, Illinois ◆

5-A.16

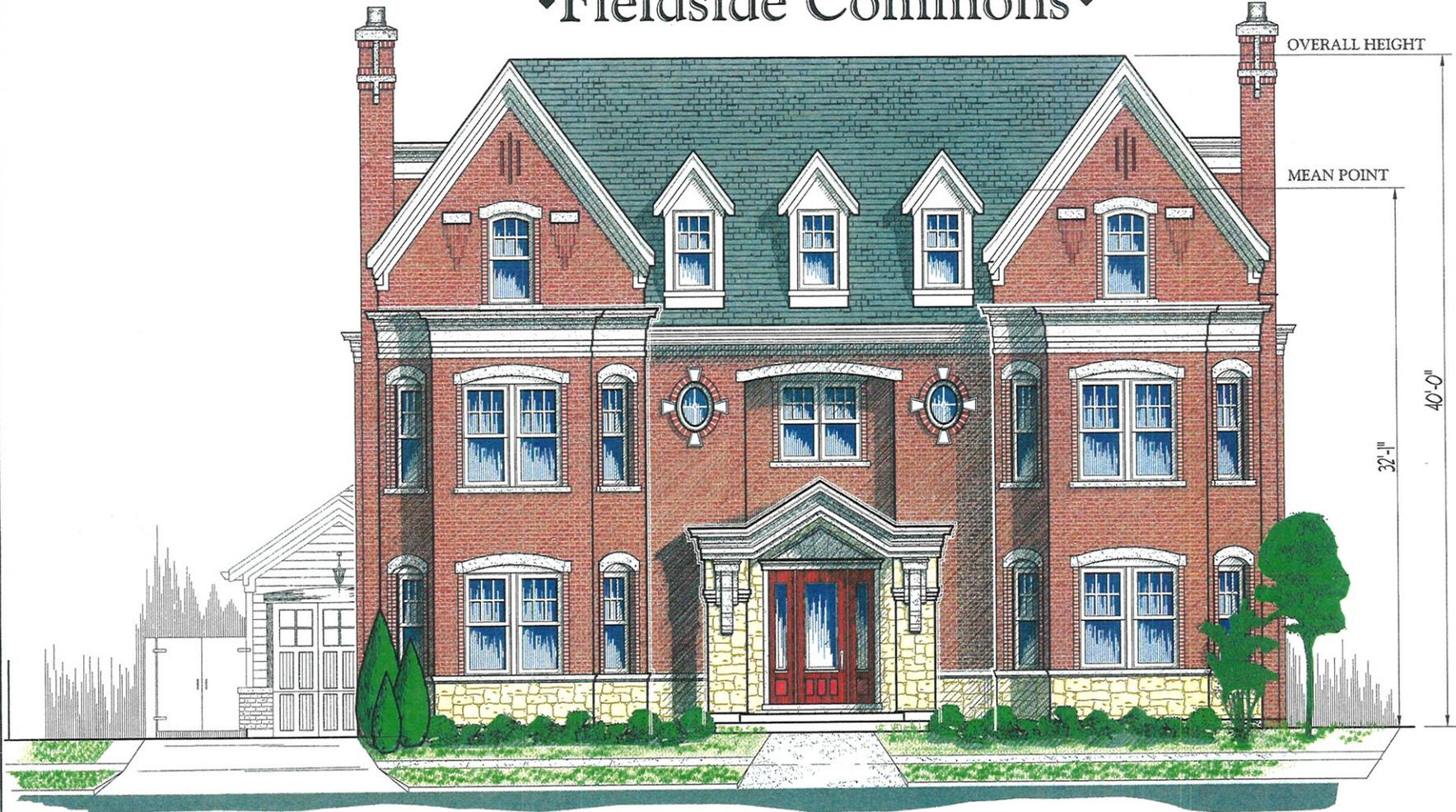
EXHIBIT C

Building Renderings

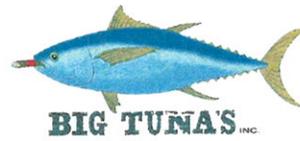
[see attached pages]

5-A.17

◆ Fieldside Commons ◆



Front Facade



◆ 1407 Cossitt Ave ◆

2.5.13
◆ La Grange, Illinois ◆

5-A-18

◆ Fieldside Commons ◆



© MICHAEL BUSS ARCHITECTS, LTD.

Side Elevation

2.5.13

◆ 1407 Cossitt Ave ◆



◆ La Grange, Illinois ◆

5-14-19

◆ Fieldside Commons ◆



Rear Elevation

2.5.13

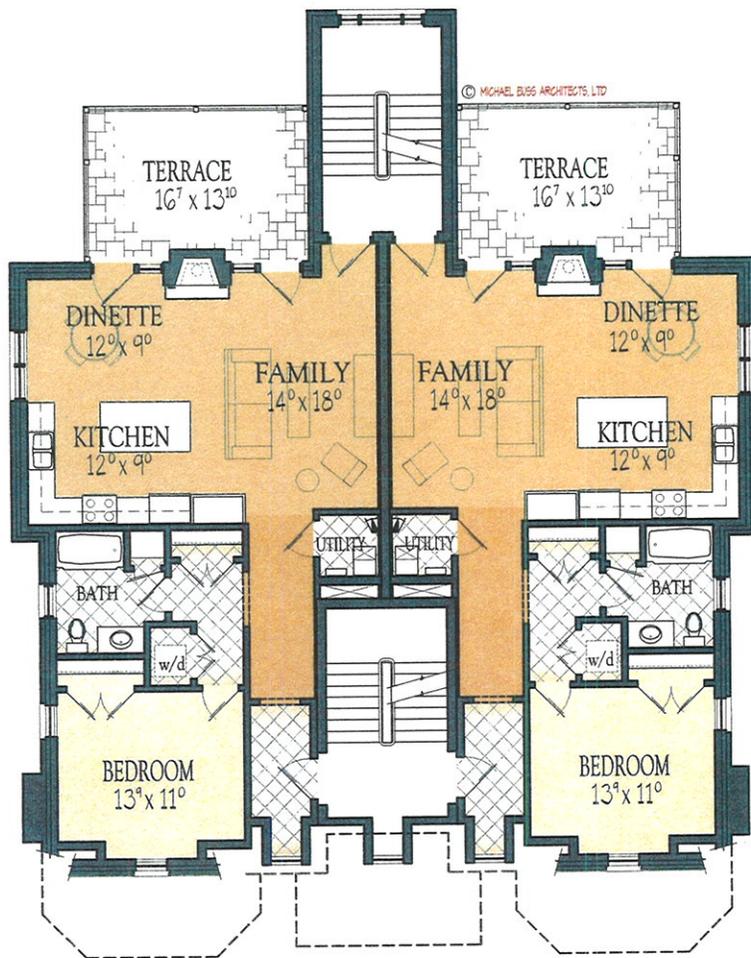
◆ 1407 Cossitt Ave ◆



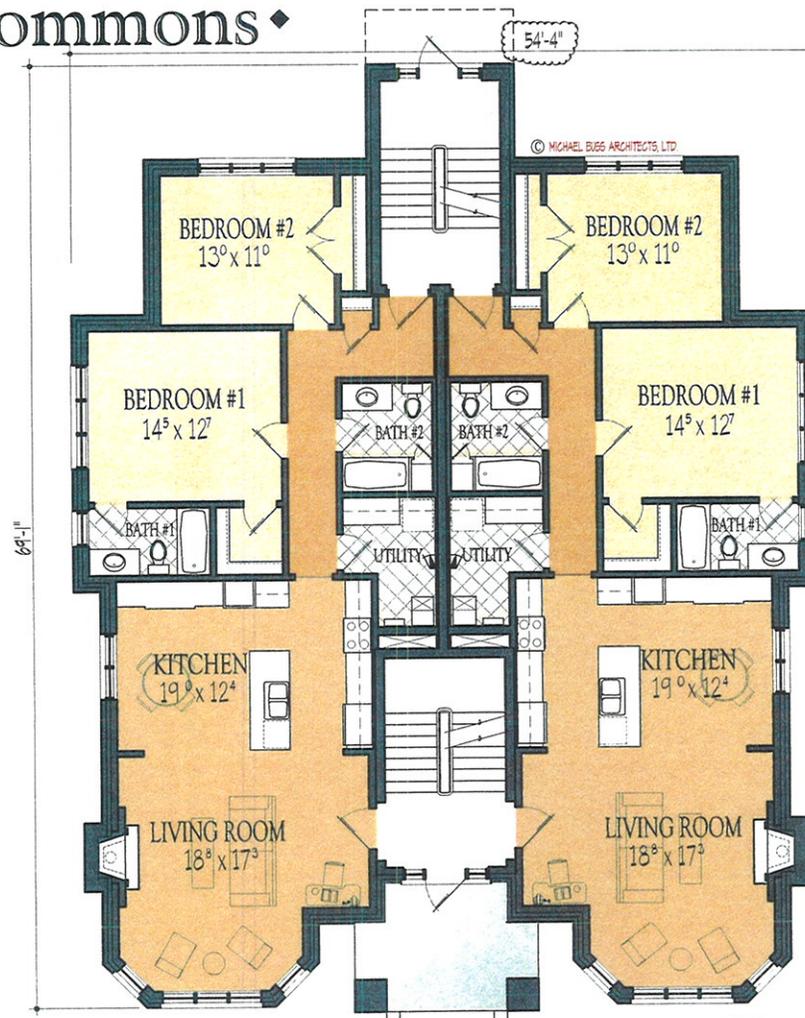
◆ La Grange, Illinois ◆

5-17-20

◆ Fieldside Commons ◆



One-Bedroom Units - 1,059 sq. ft. ea.
Third Floor



Two-Bedroom Units - 1,360 sq. ft. ea.
First & Second Floors



BIG TUNA'S INC.



NORTH

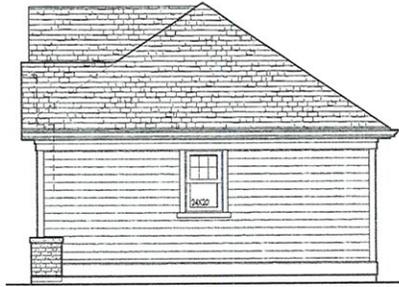
2.5.13

◆ 1407 Cossitt Ave ◆

◆ La Grange, Illinois ◆

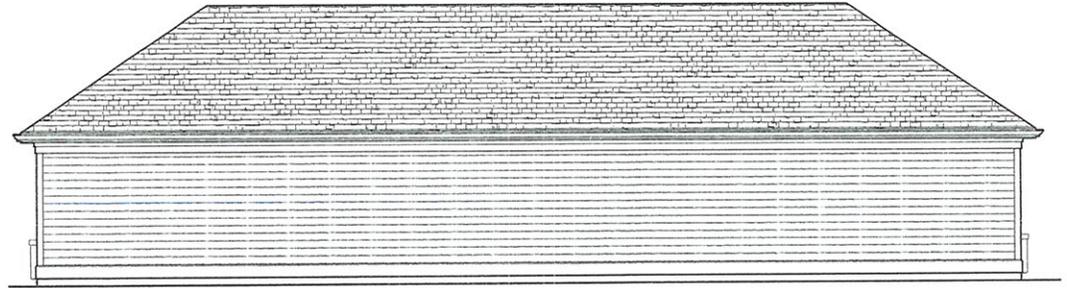
5-14-21

◆ Fieldside Commons ◆



• RIGHT SIDE ELEVATION •

SCALE none



• REAR ELEVATION •

SCALE none



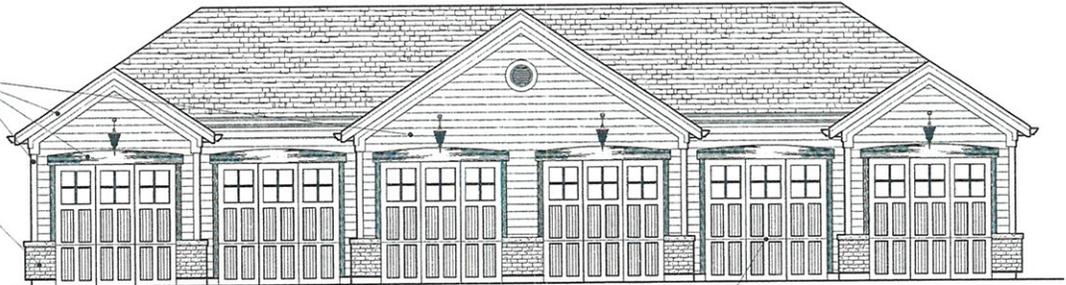
• LEFT SIDE ELEVATION •

SCALE none

Asphalt Shingle Roof
-Architectural Grade
Similar to: GAF - Camelot II
or Certaineed -
Highland Slate

Hardi Board / Wood
Siding, Fascia, Frieze, &
Corner Boards

Masonry Veneer
-Engineer Modular
Oversized Brick
-Tumbled Edges
-Earhtones / Red in Color
-Standard Mortar Color
Similar to "General Shale"
-George Town
-Silas Lucas
-Phoenix



© MICHAEL BUSS ARCHITECTS, LTD.

• FRONT ELEVATION •

SCALE none

Insulated metal
simulated
carriage door

◆ 1407 Cossitt Ave ◆



2.5.13

◆ La Grange, Illinois ◆

OFFICE 708.598.0400

FAX 708.598.0433

9324 S. ROBERTS RD., SUITE 15, HICKORY HILLS, IL

MBUSSARCHITECTS.COM

5-A-22

◆ Fieldside Commons ◆

Hardi Board / Wood Fascia
& Frieze

Clad Windows W/ grills

"Fypon" Exterior Millwork
Option - "Hardi Board /
Wood Mix"

Stone Veneer
- Full Mortar Bed
- Brushed Mortar Joints
Similar to "Arriscraft" -
- Everest Honey Brown /
Ivory White Blend or
"Buechel" Stone Corp
- Chilton Kensington Blend
- English Tudor
- Fond du Lac Rustic



Asphalt Shingle Roof
- Architectural Grade
Similar to: GAF - Camelot II
or Certaineed -
Highland Slate

Masonry Veneer
- Engineer Modular
Oversized Brick
- Tumbled Edges
- Earthtones / Red in Color
- Standard Mortar Color
Similar to "General Shale"
- George Town
- Silas Lucas
- Phoenix

"Arriscraft" Cast Stone -
Nutmeg

Landscape By Landscape
Architect

Front Facade



BIG TUNA'S INC.

2.5.13

◆ 1407 Cossitt Ave ◆

◆ La Grange, Illinois ◆

57-A-23

FINDINGS OF FACT

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

President Asperger and
Board of Trustees

January 8, 2013 & February 12, 2013

RE: PLAN COMMISSION CASE #208 (1) Special Use Permit, (2) Small Planned Development, (3) Site Plan Approval, and (4) Vacation of public right-of-way to authorize the development of a six-unit residential building, 1407 West Cossitt Avenue, Big Tuna's, Inc.

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange for a proposed vacation of public right-of-way, small planned development, special use permit and site plan approval for a multiple family residential project at 1407 W. Cossitt Avenue.

I. THE APPLICATION

The Applicant seeks a special use permit, planned development concept and final plan, site plan approval and vacation of public right-of-way in order to construct a 2 ½ story 6-unit residential building within the R-7 Multiple Family Residential District at the property at 1407 W. Cossitt Avenue.

II. THE PUBLIC HEARING

After due notice given in accordance with law, the Plan Commission held a public hearing on January 8, 2013, in the La Grange Village Hall Auditorium. Present were Commissioners Paice, Pierson, Reich, Stewart, Williams and Weyrauch, with Chairman Kardatzke presiding. Also present were Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros, Village Attorney Mark Burkland and Village Trustee Liaison Mark Langan.

Chairman Kardatzke swore in Patrick and Dan Powers of Big Tuna's Inc., owners of the property at 1407 W. Cossitt, La Grange residents, Michael Buss, Architect and Michael White, General Counsel, who presented the application and answered questions from the Commissioners:

- Patrick and Dan Powers have recently acquired four properties, three of them within La Grange and one in Chicago to redevelop and renovate. They feel that 1407 W. Cossitt is an ideal location for redevelopment. The subject property was purchased in October, 2012. They have had meetings with staff and made modifications to the plan.

5-A.24

- Mike White, Attorney, explained the application to vacate a portion of the alley lying to the north that abuts the subject property and the railroad. This portion of their alley has not been used for Village services and the remaining part is still accessible to both the adjacent properties. Alleys on either side are not in use.
- Mike White also presented the special use and planned development applications. The property was recently rezoned to R-7 Multiple Family. The petitioner is asking for relief from the total lot area, lot area per unit, front yard, interior side yard, building and lot coverage. This property is located between the railroad right-of-way and the Lyons Township High School Athletic Fields. The two properties to the west are multiple family buildings. The property to the east is a single family residence, however, it is designated in the R-7 Multi-Family District. The Petitioners believe they have adequate public facilities. They plan to demolish a 55 year old, two-unit building and construct a six-unit building. There is one curb cut which will remain and proposed adequate on-site parking.
- Michael Buss, Architect, outlined how the project meets the Village's design guidelines. He stated that his design will bridge a gap between the traditional urban building and modern amenities. Attributes of the project include enclosed parking for every bed, ten foot high ceilings, brick veneer, fireplaces, crown moldings, high end appliances and landscaping. Design elements include a brick façade with stone accents, open space, airflow, light. Two bedroom units are at one end overlooking the athletic field across the street; they have eliminated the balconies from the front of the building to avoid clutter on the front of the building. The front entry was designed which is taken from a 1920's building.

Chairman Kardatzke solicited questions from the Commissioners:

- Commissioner Paice asked if any adjacent property owner might want to vacate the alley. Village Attorney Burkland stated that State law does not allow vacated right-of-way to go to a property that it does not directly abut. This portion of the alley only directly abuts the subject property. Attorney Burkland also stated that at a minimum, the Village will conduct an independent appraisal. State law does not require fair market value but the Village has a strong policy in the past to require a fair market value in the past.
- Commissioner Weyrauch asked if the adjacent property owners would be willing to take over their portions of the same alley. Attorney Burkland stated, if so, they would

5-A-25

have to apply independently to the Village, this application currently under consideration does not serve a general public purpose.

- Commissioner Weyrauch suggested the width of each apartment could be reduced by 6 inches and meet Code for the interior side yard.
- Commissioner Weyrauch asked about the proposed front yard of 7 feet. None of the other properties on Cossitt from Gilbert all the way to Brainard are that close. Mr. Powers stated that the building currently closest to Cossitt is at the corner of Gilbert with a setback of 10 feet. Michael Buss stated that the proposed 7-foot setback allows added green space in the back yard. However, they would be willing to revise the site plan to push the garage to zero lot line and increase the front yard to ten feet to match the setback of the corner building.
- Commissioner Paice asked if the building could be reduced to four units instead of six. Answer: Six is the count that works for their. Commissioner Williams asked if the circulation aisle is the minimum required. Answer: Yes.

Chairman Kardatzke solicited questions and comments from the Audience:

- Jane Talaga, 1401 W. Cossitt, stated that she has lived next door for 35 years. The Village does not maintain the alley behind her property, and she is not interested in purchasing it. She asked questions concerning potential increase in her property taxes as a result of this project. She is concerned that the proposed building would be too close to her home and that the third floor will tower over her home. She also was concerned that the proposed garages would cause water to run off onto her property.

Chairman Kardatzke solicited comments from the Commissioners:

- Commissioner Reich stated that he is concerned about the proposed side yard setback from the property to the east and asked about the potential of flipping the site plan so that the driveway would be on the east side which would increase the setback from 1401 W. Cossitt. Mr. Powers stated that he does not believe it would be beneficial to flip the building. They were diligent in adding green space towards the single family home at the southeast corner and do not want the driveway adjacent.
- Chairman Kardatzke asked about the concern with storm water run off. Answer: The petitioner will provide dissipation under the parking area.

5-A-26

- Commissioner Pierson stated that the height of any new single family residence could be the same as proposed.
- Chairman Kardatzke stated that he would like to see an engineering plan.
- Commissioner Weyrauch stated that she believes the front elevation is beautiful.
- Commissioners generally agreed that the total lot area relief is reasonable. Concerning lot area per unit, six units makes the building symmetrical, which is more attractive. Commissioner Weyrauch stated that the site plan lacks open space or recreational facilities.
- Commissioner Weyrauch stated she is not concerned with the maximum building coverage. The lot coverage however, does concern her with so much paving and parking instead of a back yard.
- Commissioner Weyrauch stated that some of the historical multiple family buildings along Cossitt have more substantial front yards. If this were closer to downtown, she would be okay with the 7 foot, however, it does not seem consistent with surrounding buildings in this area.
- Commissioners specifically stated that they would like to see revisions and additional at another meeting: (1) move garage to zero setback at the north lot line in order to increase the front yard from 7 feet to 10 feet, (2) increase the east side yard to meet the code requirement of 7½ feet, (3) work with an engineer to develop conceptual drainage plans, (4) provide more detailed landscape plan and (5) submit elevations of all sides of the building.
- Commissioner Reich stated that the Comprehensive Plan from 2005 envisions that Cossitt Avenue along this area would be redeveloped as multiple family therefore this project will serve as an example for properties in the area.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Paice, seconded by Commissioner Stewart, that the Plan Commission recommend to the Village Board approval of the vacation of right-of-way as submitted with PC Case #208.

5-A.27

Motion to APPROVE Carried by a roll call vote (7/0/0):

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

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees granting approval of vacation of right-of-way as submitted with PC Case #208.

Chairman Kardatzke suggested that the hearing for the planned development and site plan approval recess for further discussion. A motion to recess until Tuesday, February 12, 2013 at 7:30 p.m. was made by Commissioner Reich, seconded by Commissioner Pierson. The Plan Commission recessed at 8:53 p.m.

On February 12, 2013 at 7:30 p.m., the Plan Commission reconvened the hearing for planned development and site plans in the La Grange Village Hall. Present were Commissioners Paice, Pierson, Reich, Stewart, Williams and Weyrauch, with Chairman Kardatzke presiding. Also present were Village Trustee Liaisons Mark Langan and Jeff Nowak, Village Trustee James Palermo, Village Manager Robert Pilipiszyn, Director of Public Works Ryan Gillingham, Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros, and Village Attorney Mark Burkland.

Chairman Kardatzke called the meeting to order. Ms. Mesaros presented revisions to the plan and additional information including: (1) revised side yard to 7.5 feet to meet standards, (2) revised front yard from 7 to 10 feet, (3) Utility easement of 5 feet on north property line, (4) storm water management plans, (5) landscape plan, (6) elevations and (7) building materials.

Chairman Kardatzke solicited questions from the Commissioners:

- Chairman Kardatzke asked about the garage height. Answer: Proposed height of 15 feet to the mean meets the code requirements.
- Commissioner Weyrauch asked about the view from the east. Answer: The parapet is 35 feet high.
- Commissioner Weyrauch asked about handicapped accessibility. Michael Buss stated that the Fair Housing Act requires that the first floor units be readily accessible, as proposed they are ready to convert to accessibility, if needed.
- Commissioner Reich asked if the windows are proposed to be wood with aluminum clad. Answer: Yes. Commissioner Reich asked if they have priced the materials that

5-A, 28

are proposed, as they appear to be expensive. Answer: They have budgeted for a range of expenses.

- Commissioner Reich asked about proposed rental prices. Answer: \$2,200 for a two-bedroom, \$1,500-\$1,800 for the efficiencies.

Chairman Kardatzke solicited questions from the Audience:

- Tom Talaga, 1401 W. Cossitt, stated that his house is the only single family home on the block directly to the east of this project. He is concerned about the 40 feet proposed height because his building is only 20 feet tall. He is also concerned that the water sloping from the height of the building may get into his house.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Pierson, that the Plan Commission recommend to the Village Board of Trustees approval of the application for a special use, planned development and final site plans with conditions as outlined in the Staff Memorandum dated February 12, 2013 with PC Case #208.

Motion to APPROVE Carried by a roll call vote (7/0/0):

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

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees granting a special use, small planned development, final plans and site plan approval for the property described in PC Case #208, commonly referred to as 1407 W. Cossitt Avenue.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE



Wayne Kardatzke, Chairman

5-A-29

STAFF REPORT

PC Case #208

TO: Plan Commission

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

DATE: January 8, 2013

RE: **(1) VACATION OF PUBLIC RIGHT-OF-WAY AND (2) PLANNED DEVELOPMENT CONCEPT/ FINAL, AND SITE PLAN APPROVAL TO AUTHORIZE A SIX-UNIT RESIDENTIAL BUILDING, 1407 W. Cossitt Avenue, Big Tuna's, Inc.**

I. BACKGROUND:

Big Tunas' Inc. has recently purchased the property at 1407 W. Cossitt Avenue. This property is currently improved with a 55 year old, 2-story brick and frame two-unit residence (see attached pictures). Staff has met with representatives of the petitioner, Patrick Powers and Daniel Powers, to review a proposal for construction of a 2-story 6-unit residential building, they call Fieldside Commons. In order to construct this project, the petitioner has formally requested the vacation of a Village alley abutting the north boundary of this property to provide adequate vehicular access and parking.

After staff evaluation of the plans, we have determined that it would also be necessary for the development to be constructed as a Planned Development, since the project requires relief from more than one provision of the Zoning Code, including total lot area, lot area per unit, required front and interior side yards, maximum building coverage, and maximum lot coverage.

II. APPLICATIONS:

Big Tuna's, Inc. has submitted the following applications:

1. Vacation of Public Right-of-Way
2. Special Use Permit/Planned Development, and
3. Development Concept/Final Site Plan Approval.

1. VACATION OF PUBLIC RIGHT-OF-WAY

Big Tuna's Inc. has filed a petition with the Community Development Department for a vacation of the Village's 20 ft. wide by 75 ft. alley abutting the north boundary of its property at 1407 W. Cossitt. The additional land would be used to allow for a two lane circulation aisle, adequate parking and space to pull into the proposed garages.

5-A.30

VACATION OF RIGHT-OF-WAY POLICY

It is the Village's stated policy that vacations of public rights-of-way should be considered only when:

1. There is no public benefit to maintaining the dedicated right-of-way;
2. Such a vacation will eliminate an existing burden on the Village of La Grange; and
3. A public hearing has been conducted and recommendations have been received by the La Grange Plan Commission.

As is required in the procedures for a vacation, the petition of Big Tuna's, Inc. has gone before the Village Board of Trustees (see attached Resolution and supporting documents). On December 10, 2012, the Village Board approved a resolution indicating its desire to study the request. Therefore, the petition was remanded to the Plan Commission for a public hearing.

As part of the review process, the petitioner has submitted a proposed site plan for your review. The Plan Commission must prepare a recommendation to the Village Board recommending either approval or denial of the requested vacation.

Upon review of the application, Staff has found that the requested vacation meets the criteria in the vacation policy based on the following:

- The petitioner would use the vacated property to develop the site with a multiple family development that will create new residential dwelling units in the Village, which will generate increased property taxes.
- Opportunities related to development identified in the Comprehensive Plan (May 2005) included the subject property within an area that "could potentially accommodate multi-family development in the future." The owners believe they have a viable multi-family development project for the site.
- The requested portion of the alley currently does not serve a public benefit, as this property is located in the middle of the block, and both adjacent properties have access to the alley from the side streets. In addition, the neighbors to the east of the subject property currently use the alley for parking. This alley vacation would not block access to either of the adjacent properties. Also, the alley abuts the

5-A.31

railroad right-of-way to the north. Accordingly, there is no practical use for the alley except to serve the subject property.

- The requested vacation of right-of-way would eliminate the existing burden and responsibility of the Village of La Grange for maintaining an underutilized property.
- Staff would proceed with commissioning an appraisal and would recommend full payment of the appraised value to the Village as compensation for the vacation of the public right-of-way.

RECOMMENDATION

Should the Plan Commission find that the criteria for a Vacation has been satisfied, Staff suggests that the Plan Commission recommend to the Village Board of Trustees **approval of the application to vacate a portion of the public right-of-way delineated on the Plat of Vacation submitted with Plan Commission Case #208, subject to the following conditions:**

1. The petitioner shall pay the Village the fair market value of the vacated right-of-way as determined by an independent appraisal.
2. The petitioner shall have prepared a satisfactory plat of vacation that meets the standards established in the application from the Village and Cook County, prior to approval by the Village Board.
3. Petitioner shall receive by the Village Board of Trustees a Special Use permit, Planned Development and Final plans, and a Site Plan approval.

2. PLANNED DEVELOPMENT

Big Tuna's Inc. has filed an application for Planned Development Final Plan approval with the Community Development Department. The site plan and application assumes that the Village will vacate its right-of-way abutting the subject property to the north. The petitioner has applied for relief from the following zoning requirements:

- (1) Total Lot Area
- (2) Lot Area per Unit
- (3) Required Front and Interior Side Yards
- (4) Building Coverage; and
- (5) Lot Coverage

5-A-32

A Planned Development is a distinct category of Special Use and has the same general purposes of all special uses. Section 14-502 of the Zoning Code states, “*Within a planned development, the traditional use, bulk, space and yard regulations may be relaxed if they impose inappropriate limitations on the proposed development or redevelopment of a parcel of land that lends itself to an individual planned approach.*” Among those objectives that the Village seeks to achieve through the flexibility of the planned development technique are the following:

- *Encouragement of flexibility in the development or redevelopment of land.*
- *Creation of an appreciably more desirable environment than would be possible through strict application of Village land use regulations, whether through maximization of open space, or excellent in building and site design, or provision of amenities not possible under the otherwise applicable requirements*
- *Promotion of a creative architectural and site designs and resulting development.*
- *Promotion of quality, useful open space and recreational opportunities.*
- *Promotion of environmentally sound development practices.*
- *Facilitation of development in harmony with the Comprehensive Plan.*
- *Promotion of public health, safety, and welfare.*

A Planned Development consists of two phases: (1) Development Concept Plan to provide a basic scope of the character and nature of the development and (2) Final Plan, which serves to implement, particularize and define the Development Concept Plan. As allowed by Code, the petitioner has chosen to submit the two phases concurrently.

SPECIAL USE STANDARDS:

No special use permit for a Planned Development shall be recommended or granted unless the petitioner establishes that the proposed development will meet each of the standards made applicable to special uses pursuant to Subsection 14-401E of the Zoning Code:

- (a) Code and Plan Purposes
- (b) No Undue Adverse Impact
- (c) No Interference with Surrounding Development
- (d) Adequate Public Facilities

5-A-33

- (e) No Traffic Congestion
- (f) No Destruction of Significant Features
- (g) Compliance with Standards

(a) Code and Plan Purposes: *The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.*

As part of the comprehensive amendments to the Zoning Code, the Village recently rezoned this property along with the two properties immediately adjacent from R-6 two family residential to R-7 multiple family. Under this zoning classification, the property is permitted up to 5 dwelling units at this location.

According to the Zoning Code, “the R-7 Multiple Family Residential District is intended to provide areas...for modest density multiple family dwellings.” The proposed project is consistent with the use requirements established for the R-7 district.

Maintaining diverse housing stock was identified as a priority in community workshops during the comprehensive planning process. While recognizing the predominately single-family character of the Village, the Comprehensive Plan identifies areas appropriate for multiple family developments in order to meet the first goal of the land use section of the Plan, which is to provide “diverse housing options for Village residents.”

Recommendations and policies for residential areas identified in the Village’s Comprehensive Plan included the subject property as an area that “could potentially accommodate multi-family development in the future.” The owners believe they have a viable multi-family development project for the site.

(b) No Undue Adverse Impact: *The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.*

According to the petitioner, the proposed development would replace a 55 year old 2 unit residential building with a new medium density housing development that is consistent with the recent zoning map amendments and the goals of the Comprehensive Plan.

5-A.34

- (c) No Interference with Surrounding Development: *The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.*

Fieldside Commons is located in an area that includes, to the west: a fourteen-unit condominium and six-unit apartment building, both zoned R-8 multiple family residential; to the east: directly adjacent is a single family residence, which has been rezoned to R-7 and could be redeveloped to the same height and bulk as the subject property, a recently converted 3-unit residential building, the current location of LADSE (the La Grange Area Department of Special Education) zoned IB Institutional Buildings; and directly across the street to the south: is the Lyons Township High School athletic fields, zoned OS Open Space district. The subject property is also adjacent to the Burlington Northern Santa Fe (BNSF) railroad to the north.

- (d) Adequate Public Facilities: *The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the petitioner will provide adequately for such services.*

The site plan has been reviewed by Village Department Head staff and no issues were noted regarding the ability to service the proposed development at this location.

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

The property would have only one curb cut and ingress/egress to internal parking and circulation. With the proposed amount of units, staff anticipates very little traffic impact on the surrounding area.

- (f) No Destruction of Significant Features: *The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic or historic feature of significant importance.*

The proposed use and development would not result in the loss of any historic feature of significant importance.

5-A.35

- (g) Compliance with Standards: *The proposed use and development complies with all additional standards imposed on it by the particular provision of this code authorizing such use.*

The Village recently amended the Planned Development Section of the Zoning Code. As part of that amendment process, we created specific regulations related to a new category for smaller, infill development projects as distinct from larger, campus-style planned developments. A “Small PD” is defined as “*every project that includes less than 40,000 square of total land area.*” The proposed project falls within this category. The recent amendments to the Code included separate standards for Small PDs in order to allow flexibility for infill projects, including elimination of the building spacing and setbacks from street rights-of-way due to the difficulty of meeting these standards on smaller lots and new standards for excellence of design.

The proposed development requires modifications from the Code for total lot area, lot area per unit, required front and interior side yards, building coverage, and lot coverage. The petitioner has expressed a willingness to comply with any additional standards imposed by the Village.

DELIBERATION FACTORS

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

- (a) Public Benefit: *Whether or to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.*
- (b) Alternative Locations: *Whether or to what extent, such public goals can be met by the location of the proposed site or in some other area that may be more appropriate than the proposed site.*
- (c) Mitigation of Adverse Impacts: *Whether or to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, landscaping, and screening.*

(d)

5-A-36

ADDITIONAL STANDARDS FOR PLANNED DEVELOPMENTS

A Small Planned Development must meet each of the following standards in addition to the special use standards.

1. Unified Ownership Required. *The entire property proposed for planned development treatment must be, at the time of application and final action by the Board of Trustees, in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.*

The petitioner plans to develop the property under unified ownership as quality rental units.

2. Covenants and Restrictions to be Enforceable by Village. Though this project is being developed as rental units, there is the possibility that this could be converted to condominiums, the record should state that at such time, the Conditions, Covenants and Restrictions for the subject property must be provided.
3. Open Space. *The applicant must show that the largest amount of open space reasonably possible has been included in the Small PD Development Plan and that open space has been assembled and designed to maximize its quality, usefulness, beauty, and value to the development. The Village may require recorded restrictions and covenants or dedication of development rights to assure the perpetual care, conservation, and maintenance of the operation of the open space and to prevent the use of common open space for any structure, improvement, or use other than that shown on the approved Small PD Development Plan. The restrictions must be permanent and not for a given period of years and must run with the land.*

Common open space, for use only by residents and their guests, will be located behind the building at the north east in the sitting area.

4. Landscaping and Perimeter Treatment. *To the fullest extent possible, any area of the planned development not used for structures or circulation elements shall be landscaped or otherwise improved.*

The parking setbacks from the property lines will meet the required perimeter landscaped open space width of at least three (3) feet. Petitioner proposes to provide landscaping and the property lines. Staff requests that as a condition of the approval, that the petitioner provide a detailed landscape plan with plant species and tree preservation plan.

5-A.37

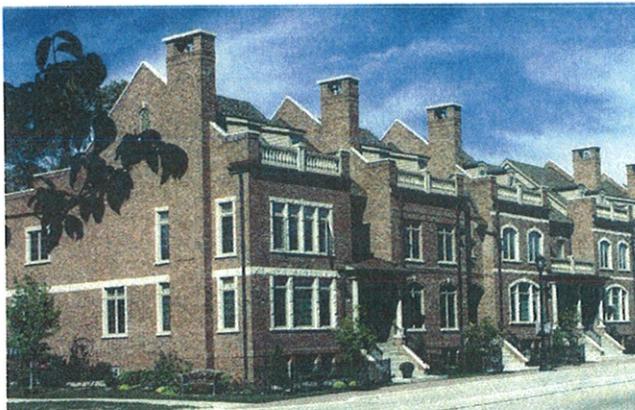
5. Public Improvements. This project will not have any streets or signage, and sidewalks are in place. The petitioner must bury all utility lines underground and provide a landscape plan with all species identified. Underground utilities and landscaping is to be constructed or installed to Village standards at no cost to the Village.
 6. Excellence of Design. The building within the planned development must be of high architectural quality, with excellence of design considering the context within which the development is being proposed and the general standards stated in the “Urban Design Principles,” “Urban Design Framework,” and “Appendix A” of the Village of La Grange Urban Design Guidelines dated February 2009. (See attached)
- C. Additional Standards for Specific Small PD. *When the district regulations authorizing any planned development use in a particular district impose standards to be met by such planned development in such district, a special permit for such development shall not be recommended or granted unless the applicant shall establish compliance with such special standards.*

The R-7 district requires that any increase in allowable lot area must meet the standards for excellence of design as outlined under (#2) of “Modifications Requested” in the Section below.

5-A-38

ARCHITECTURAL DESIGN - COMMERCIAL

1. Buildings should not exceed five stories in height within the Corridor, and should be sensitively designed to be compatible with their surroundings regardless of height.
2. The overall mass and bulk of buildings should be broken down with vertical "storefront" divisions and/or changes in exterior materials, to remain compatible in scale with older structures.
3. Rooflines should be varied for visual interest - parapet wall construction is most appropriate for commercial and mixed-use structures.
4. Architectural details - such as facade accents, balconies and awnings - can also serve to break down the scale of larger buildings and provide visual interest.
5. Masonry, stone and other natural exterior materials are most appropriate within the context of the Corridor.
6. Commercial storefronts should be located along the "street wall" and have large windows for merchandise display, encouraging a window shopping and strolling atmosphere.
7. Small scaled and non-illuminated signage is most appropriate within the Corridor; large and garish "box" signs or signs with moving parts are not in keeping with the character of the area.
8. Off-street parking spaces for commercial developments should be screened from view along public rights-of-way.



ARCHITECTURAL DESIGN - MULTI-FAMILY RESIDENTIAL

1. Buildings should not exceed five stories in height within the Corridor, and should be sensitively designed to be compatible with their surroundings regardless of height.
2. Rooflines should be varied for visual interest - sloping roofs and gable elements are most appropriate for multi-family residential structures.
3. Architectural details - such as facade accents, balconies and entry porches can also serve to break down the scale of larger buildings and provide visual interest.
4. Masonry, stone and other natural exterior materials are most appropriate within the context of the Corridor.
5. Townhouse units should address the street by providing individual entrances for each unit.
6. Outdoor off-street parking spaces and garage entrances for multi-family residential developments should be concealed from view along public rights-of-way.

URBAN DESIGN FRAMEWORK

Key to maintaining pedestrian continuity, and supporting the Village's TOD development efforts, is the continuation of the pedestrian-oriented "street wall" where buildings are developed up to the front lot line. Continuing to maintain and develop attractive storefronts is critical to sustaining the pedestrian character of the Corridor. Locations where it will be important to develop or maintain the Corridor's "street wall" character are illustrated in Figure 2, BNSF Railroad Corridor Urban Design Framework. Listed below are other potential aesthetic improvements within the BNSF Railroad Corridor.

1. Expand the established streetscape palette into all areas of the Corridor, as indicated in the Urban Design Framework. Consider the addition of benches and other additional amenities in areas that are already improved, where space permits.
2. Establish gateway treatments, as indicated in Figure 2, to announce arrival into the Corridor at key locations and aid in orientation, in conjunction with the wayfinding signage system.
3. Parking lots and structures should be sensitively designed and well buffered from their surrounding through the use of careful siting, landscaped and fenced setbacks, and high quality materials.
4. Community input in the first phase of the planning process indicated that public art could be an important component of the Corridor. The market analysis indicated that there is a potential for arts and cultural facility development in the downtown. A high quality public art program could support this initiative. If and when it is pursued, the community will need to define a public arts program in more detail.
5. New private developments should adhere to the Urban Design Principles outlined here with regard to architectural design and site improvements, to provide a consistent and transit-supportive built environment throughout the Corridor.



DESIGN GUIDELINES CHECKLIST

Buildings in the BNSF Railroad Corridor should reflect the context of the surrounding area as well as the principles and policies established in the Urban Design Guidelines. The checklist below should be referenced when designing a new building or renovating an existing building. Please indicate all the characteristics that have been incorporated into the design of the project.

Height

- Building height is less than 5 stories
- Height compatible with adjacent buildings

Facade Design

- Overall mass and bulk broken into vertical divisions
- Rooflines varied for visual interest
- Facade accents, balconies and other elements provide visual interest
- Storefronts are located along the "street wall" (if applicable)
- Large windows for merchandise display (if applicable)
- Townhouse entrances visible and accessible from street (if applicable)

Building Materials

Appropriate materials include, but are not limited to

- Masonry
- Stone
- Other natural materials

Signage

N/A

- Small scale (if applicable)
- Non-illuminated
- Signs with dimension or depth
- Individual letters preferred to "box" signs
- No moving parts

Streetscape

N/A

- Sidewalks provided with width of at least 15 feet at storefronts
- Pedestrian "walking zone" of approx. 10 feet adjacent to storefronts
- "Amenity" zone provided at the curb for planters, street trees and benches
- Ornamental lighting located at off-street pedways and pedestrian crossing areas
- Street trees in either grates or planted parkways
- Benches, trash receptacles and other pedestrian amenities visually coordinated.
- Plantings in low planters/planting beds

Parking Facilities

- Off-street parking spaces and garage entrances concealed from view along street(s)
- Perimeter fencing and plantings to provide buffer
- Parking areas visually concealed behind or beside buildings
- Easy to find and accessible
- Clear signage and adequate lighting for wayfinding and security
- Shade trees within planted islands

Parking Structures

- Open in design
- Partially below grade if feasible to minimize overall height
- High quality exterior materials and landscape to blend in visually with surroundings

5-A-41

BULK, YARD, AND SPACE REQUIREMENTS:

The following table is a comparison of the applicable bulk, yard, and space requirements for the R-7 Multiple Family Residential District, Planned Development standards and the proposed development.

Standard		R-7 Multiple Family Residential District	Planned Development Standards	Proposed Development
Use		Multiple Family Dwellings as a permitted use	Same	Multiple Family Building
Height		Mean height: 35 ft, 2.5 stories	May be increased.	32.1 feet, 2.5 stories
Total Lot Area*		Minimum 12,000 square ft. (Legal nonconforming = minimum 70% = 8,400 sq. ft.)	Minimum 15,000 square feet. May be reduced by not more than 50%. (Minimum 7,500 sq. ft.)	11,250 square ft (including the area of the ROW proposed to be vacated.) – legal nonconforming lot of record. *Requires modification under PD
Lot Area Per Unit*		Minimum 2,000 sq. ft. per unit Permitted: 5 units (11,250 ft ² / 2,000 = 5.625= 5 units)	May be reduced to 1,100 sq. ft. per unit (Maximum 10 units)	6 units *Requires modification under PD
Minimum Lot Width		Minimum 50 ft.	Not specified	75 ft.
Required Yards	Front Yard*	25 feet	None specified	7 feet *Requires modification under PD
	Interior Side Yard*	Min. 10% of lot width or 5 feet (whichever is greater) Required: Minimum 7.5 ft. [75 ft width x 0.10 = 7.5 + ft.]	None specified	East property line: 6.5 ft. *Requires modification under PD

5-A-42

Standard		R-7 Multiple Family Residential District	Planned Development Standards	Proposed Development
Required Yards (cont'd)	Rear Yard	Min. 20% of lot depth or 20 ft. (whichever is greater) Required: Minimum 30 ft. (150 x 0.20 = 30 ft.)	No yard specified	North property line: 80 ft.
Minimum Dwelling Unit Size	One bedroom/ Efficiency	Minimum 650 ft ²	May not be reduced.	1,066 sq. ft.
	Two bedroom	Minimum 850 ft. ²	May not be reduced.	1,367 sq. ft.
	Three bedroom	Minimum 1,000 ft. ²	May not be reduced.	N/A
	Four bedroom	Minimum 1,150 ft. ²	May not be reduced.	N/A
Maximum Building Coverage*		Maximum 35% Permitted: 3,937.50 ft²	N/A	4,692 ft ² (41.7%) *Requires modification under P D
Maximum Total Lot Coverage*		Maximum 60% Permitted: 6,750 ft.²	Must provide the largest amount reasonably possible.	8,356 square feet (74.3%) *Requires modification under PD
Parking Spaces		<i>Multiple Family Residential:</i> 1.5 spaces per dwelling unit Required: Min. 9 spaces (6 units x 1.5 =9 spaces)	N/A	10 total parking spaces (6 indoor garage spaces + 3 surface spaces + 1 handicapped space)
Parking Area Setback		Three foot setback	No parking setback specified	Proposed: 3 feet
Off-Street Loading		N/A	N/A	0 spaces

5-A-43

SITE PLAN

Site Plan review requires careful consideration of the site design elements. The application is for Planned Development Final Plan approval as well as site plan approval. Some critical items that should be examined prior to granting Final Plan approval include requests for adjustments to the Planned Development.

AUTHORITY TO MODIFY REGULATIONS

Section 14-509, *Authority to Modify* of the Zoning Code, states that “the Board of Trustees, as part of an approval of any planned development, may modify any provision” of the Zoning Code subject to limitations:

1. *Will achieve the purposes for which planned developments may be approved pursuant to Section 14-502;*
2. *Will not violate the general purposes, goals, and objectives of this Code and the Official Comprehensive Plan; and*
3. *Will result in a development providing compensating amenities to the Village. Compensating amenities means features not otherwise required to achieve compliance with the standards of this Code or other applicable Village codes and ordinances, including such things as public art, plazas, pedestrian walkways, natural habitats, increased landscaping, buffering or screening, enhanced streetscape, enhanced pedestrian and transit supportive design, underground parking and similar features. Compensating amenities must be proposed as part of a PD application, and all compensating amenities, whether public or private, must be developed and constructed at the applicant's expense.*
4. *Subject to the standards set forth in this paragraph, a compensating amenity may be in the form of a cash contribution. If the Board of Trustees approves a cash contribution, then the contribution must be made by the applicant to the Village prior to the issuance by the Village of any permit authorizing construction related to the project. The cash contribution must be designated by the Village specifically for use to provide one or more features of the type described in the preceding paragraph. The Board of Trustees may approve a cash contribution only if (a) the project site is inadequate for any physical on-site compensating amenity as a result of its size, shape, or other topographic feature, (b) there is no immediate need for a compensating amenity on public property abutting or adjacent to the project site, and (c) there is a compelling and appropriate compensating amenity, as determined by the Board of Trustees, for which a cash contribution can be designated.*

5-A.44

MODIFICATIONS REQUESTED:

The site plan, as proposed, would require modifications from the following zoning regulations:

1) Total Lot Area

The zoning lot measures 11,250 square feet, which is less than the minimum required for multiple family residential (12,000 sq. ft.) within the R-7 district. According to Section 12-105, *Nonconforming Lots of Record*, of the Zoning Code, “A dwelling of this type permitted in the district in which the lot is located...may be erected on a legal nonconforming lot of record that has a total lot area equal to or at least 70 percent of the total lot are required...” The subject lot exceeds 70 percent of the required lot area (70% of 12,000 = 8,400 sq. ft.).

In addition, Planned Developments in the R-7 district require a minimum lot area of 15,000 sq. ft. Due to the small size of the subject lot, the petitioner may not be able to provide the required *compensating amenities* (defined in the section above in paragraph 3). If the Plan Commission determines that the lot is too small for other forms of tangible amenities, then staff suggests that the Plan Commission might recommend compensating amenities in the form of cash contribution.

2) Lot Area per Unit

The total lot area per unit required for multiple family uses in the R-7 district is 2,000 square feet or 5 units (11,250 sq. ft. /2,000 = 5.625). The proposed development would have a total of 6 units, equal to 1,875 square feet per unit. This is a minor modification of only a small fraction of the requirements. (By Code, the Village is authorized to grant a modification to reduce the minimum lot area requirements to 1,100 sq. ft. per unit. This would allow 10 units on this property (11,250 sq. feet/1,100 = 10.22).)

This requested amount of units is consistent with the character of the area. The property directly to the west at 1411 W. Cossitt is a 14 unit condominium and the property at 1419 W. Cossitt is an apartment building with 6 units.

According to Section 4-110 of the Zoning Code, no adjustment shall be recommended or authorized except on the basis of the development's excellence in achieving the purposes for which planned developments may be. In determining whether such excellence has been shown, special consideration shall be given to the following factors:

5-A.45

- (a) *the amount of usable open space; and*
- (b) *the extent of land dedication for open space; and*
- (c) *the quality and extent of landscaping including special elements such as water features and public art; and*
- (d) *the quality and extent of recreational facilities; and*
- (e) *the quality of design of vehicular circulation elements and parking areas; and*
- (f) *the care taken to maximize energy conservation in site design, building design, and building systems; and*
- (g) *the quality of roof design and finishes in terms of consistency with an attractive residential roof setting and the avoidance of flat roofs.*

The quality of design of the proposed development appears to meet many of the standards with the one exception of the amount of open space dedicated to the project.

3) Required Yards

Fieldside Commons will require relief from the required front and interior side yards.

- *Front Yard (Cossitt Avenue):* In the R-7 Multiple Family Residential District, in which the property is located, the setback requirement for front yards is 25 ft. The petitioner has proposed a 7-foot setback, which would not meet the zoning requirements. The requested modification falls within the authorized limits of the Zoning Code.

This modification has been proposed to allow adequate vehicular turn around area and to increase the amount of open space in the back yard for the residents of the building. The average front yard on the block is 22.94 feet (the building to the west is 24.91 ft, and to the east is 35.75 feet). The building at the corner of Cossitt and Gilbert Avenue (1419 W. Cossitt) is currently the closest to the street with a front yard of 10 feet. Although some relief from this standard should be considered, Staff believes that the amount of relief requested may not be consistent with the character of the immediate area.

5-A-46

- *Interior Side Yard* (East property line): The requirement for interior side yards in the R-7 district is minimum 10% of lot width. The petitioner has proposed a 6.5-foot setback on the east side of the property, which would not meet the zoning requirements. The requested modification falls within the authorized limits of the Zoning Code.

The single family home directly to the east of the property could be developed to within 5 feet of the side lot line. This request is consistent with the character of the residential areas.

4) Maximum Building Coverage

Maximum Building Coverage for this lot is 35% or 3,937.50 square feet, based on a lot area of 11,250 square feet, which includes the vacated land. Fieldside Commons, to achieve the design that is desired, would have a building coverage of 4,692 square feet or 41.7%, an excess of 754.50 square feet or 19%. The Planned Development standards do not limit the allowable increase in building coverage. However, the Zoning Code limits standard variation requests to an increase of the maximum allowable building coverage by no more than 20%. Staff would suggest that this would be appropriate limit for this property as well. We note that the requested modification would fall within these authorized limits.

5) Maximum Lot Coverage

Maximum Total Lot Coverage requirement, which includes buildings, structures and all impervious surfaces in the R-7 district, is 60% or 6,750 square feet, based on a lot area of 11,250 square feet, which includes the vacated land. Fieldside Commons proposes lot coverage of 8,456 square feet or 74.3%. The requested modification falls within the authorized limits of the Code as a Planned Development. The project would require compliance with the newly revised site design standards and site grading and drainage review by the Village Engineer prior to issuance of a building permit.

APPROVAL, OPTIONS, AND RECOMMENDATIONS:

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

- 1) Approval as presented for substantial conformity with the provisions of the Zoning Code and all other applicable Federal, State and Village codes, regulations and ordinances.

5-4.47

- 2) Approval as above with modifications or conditions to be accepted by the petitioner.
- 3) Denial of the Plan as presented for failure to be in substantial conformity with the provisions of the Zoning Code and all other applicable Federal, State and Village codes, ordinances, and regulations.

Upon review of the application, should the Plan Commission determine that the standards for Planned Development have been met, with the requested modifications; staff suggests that the Plan Commission recommend to the Village Board of Trustees **approval of the Development Concept/Final Plans and Site Plan as submitted in Plan Commission Case #208 with the following conditions:**

1. Location, size and arrangement of all exterior lighting be submitted by the petitioner for compliance with the Code, prior to issuance of a building permit.
2. As part of the compensating amenities requirement to obtain relief under a Planned Development, the petitioner provide the following:
 - Cash contribution (amount to be negotiated with Village staff prior to submission to the Village Board for approval with maximum limit) to contribute to any appropriate area public improvements to be determined by the Village Manager.
3. Prior to issuance of a building permit, the petitioner shall prepare and file with the Village, for review and approval, a construction staging plan including delivery routes, construction parking, and street clean-up.
4. Final Grading and Site Engineering shall be approved by the Village prior to the issuance of any building permits.
5. Utility burial plan shall be approved by the Village prior to issuance of any building permits and the petitioner shall bury all on site utility lines underground.
6. Final landscaping details with a tree preservation plan shall be submitted with the application for building permit approval.
7. Final building material samples shall be identified prior to Village Board approval.
8. Refuse containers must be fully enclosed by an opaque fence, wall or densely planted evergreens of a height to completely screen such containers.
9. In the event of future conversion to condominium, Conditions Covenants and Restrictions must be provided to satisfaction of the Village Manager.

5-A.48

RESOLUTION NO. B-12-12

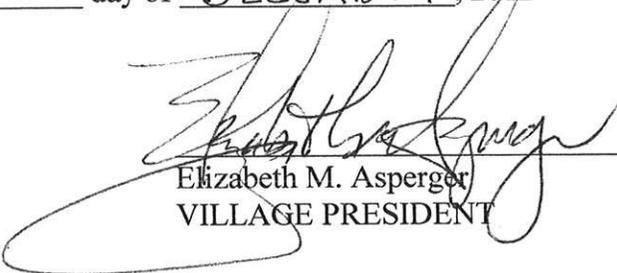
**A RESOLUTION AUTHORIZING STUDY OF
VACATION OF PUBLIC RIGHT-OF-WAY
LOCATED NORTH OF
1407 W. COSSITT**

WHEREAS, Patrick Powers, representative of Big Tuna's, Inc., owner of the property at 1407 W. Cossitt Avenue (the "Applicant") within the Village of La Grange, Cook County, has applied to the Village for the vacation of a certain portion of a dedicated public right-of-way along the north boundary of the property located at 1407 W. Cossitt Avenue to allow the use of the property for parking in conjunction with a proposed 2 story, 6 unit multiple family building and associated parking; and

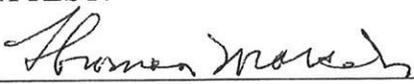
WHEREAS, the President and Board of Trustees of the Village of La Grange consider it in the best interest of the Village and its citizens to collect all evidence and consider proceeding with such a vacation; and

NOW THEREFORE, be it hereby resolved by the President and Board of Trustees of the Village of La Grange that the application of Patrick Powers be referred to the Plan Commission for public hearing, and for its recommendation to the President and Board of Trustees of the Village of La Grange.

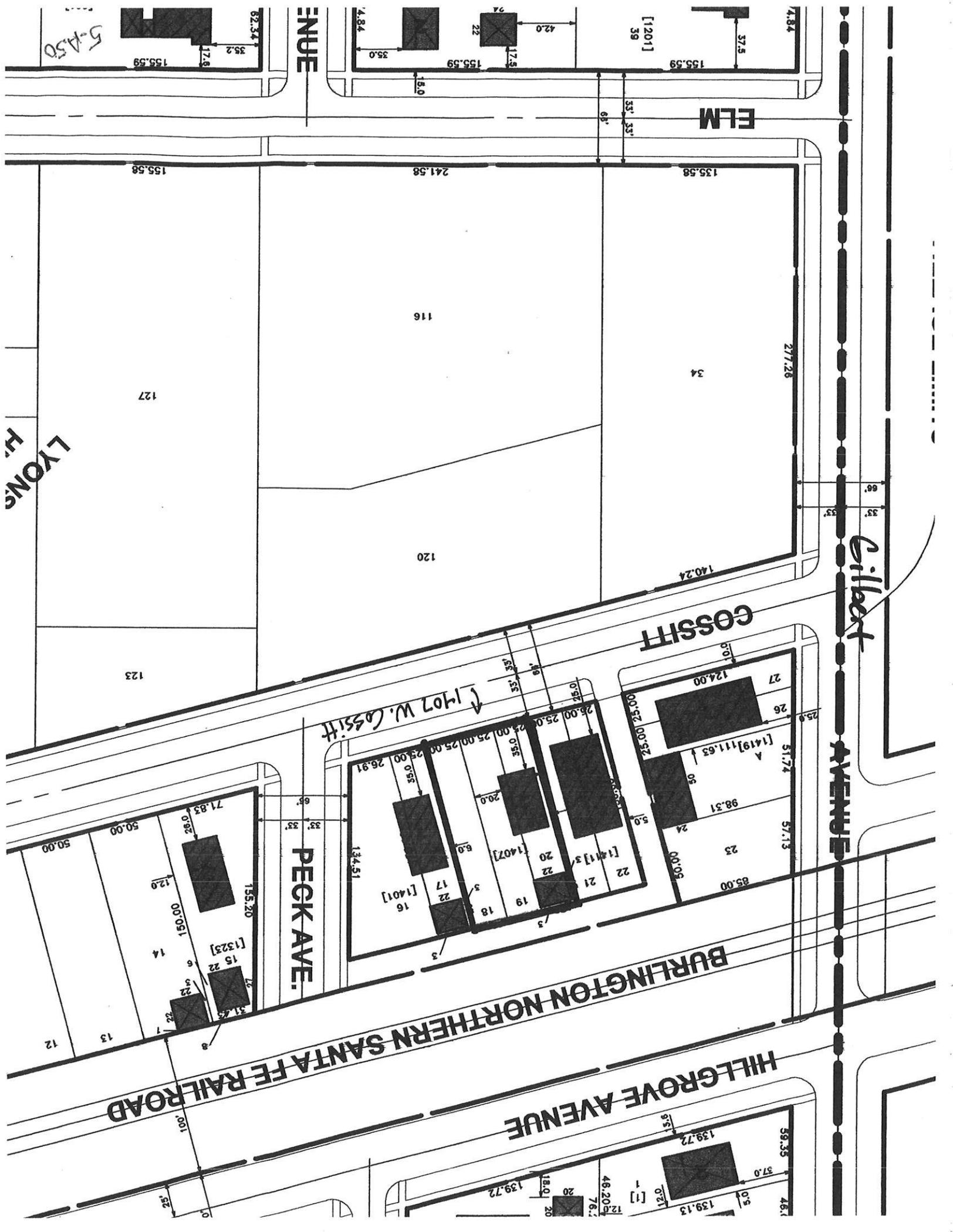
Presented and Adopted this 10th day of DECEMBER, 2012


Elizabeth M. Asperger
VILLAGE PRESIDENT

ATTEST:


Thomas Morsch
VILLAGE CLERK

5-A-49



5-A-50

ENUE

ELM

[1201]
39

155.58

241.58

135.58

116

34

127

120

140.24

123

COSSITT

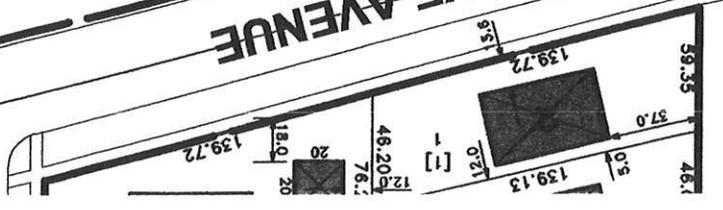
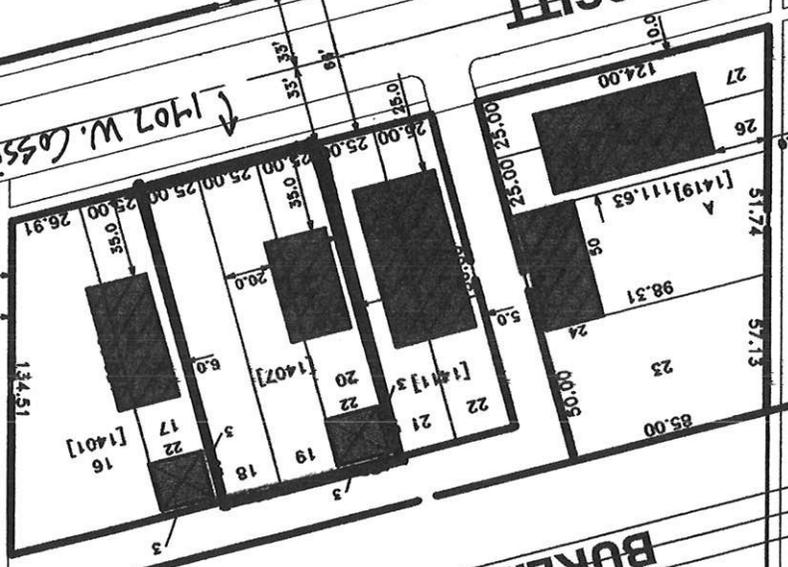
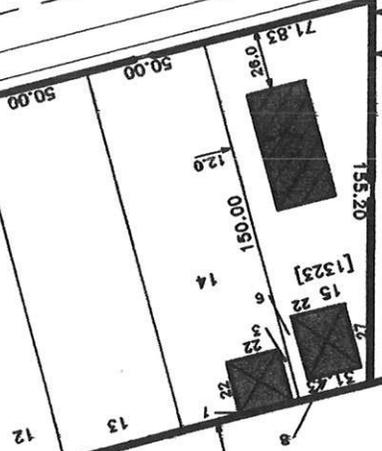
1407 W. COSSITT

Gilbert AVENUE

PECK AVE.

BURLINGTON NORTHERN SANTA FE RAILROAD

HILLCROVE AVENUE



1407 W. Cossitt - Existing



18054000080000 09/05/2007

5-A-52

1407 W. Cossitt - Existing



18054000100000 09/05/2007

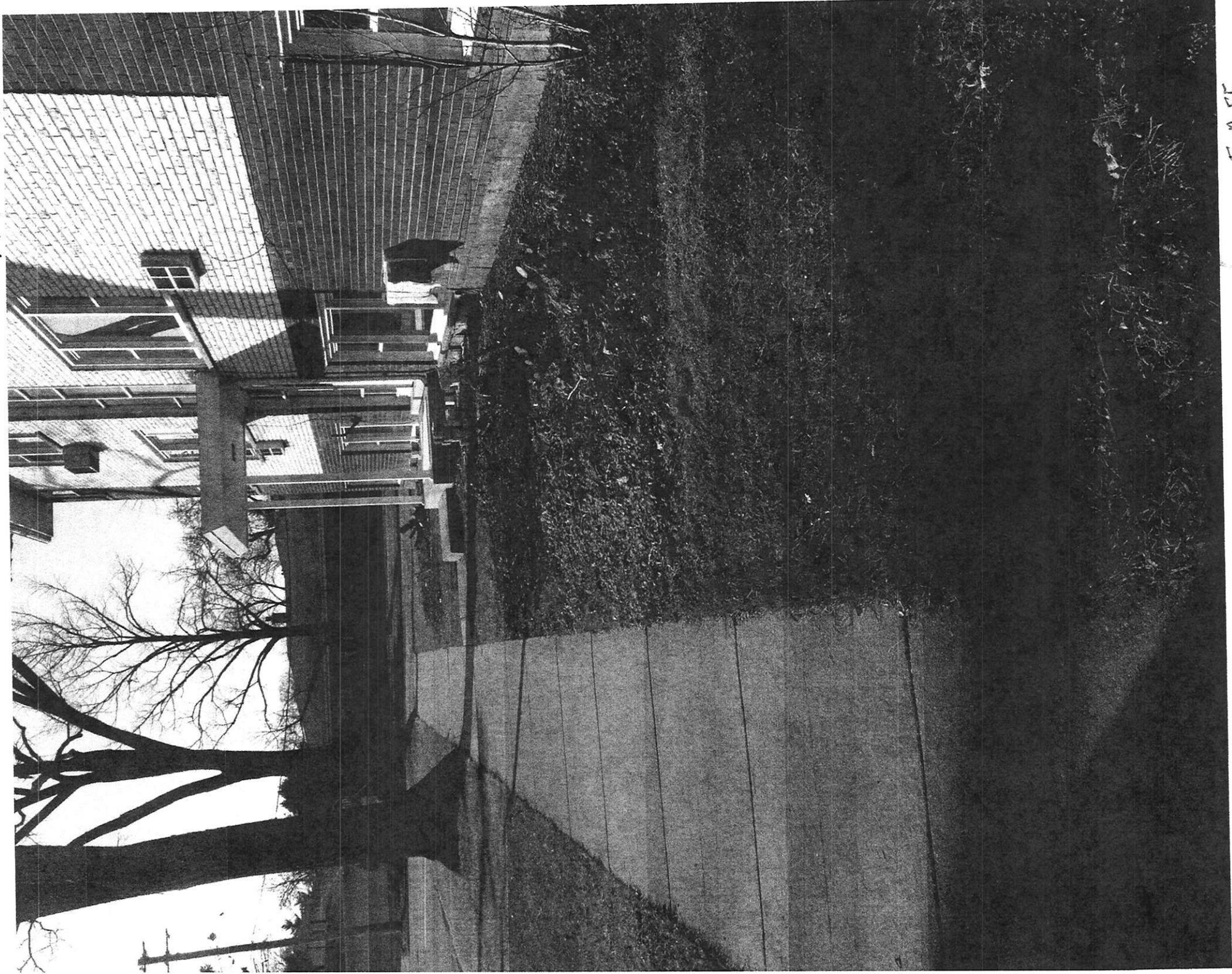
5-A.53

1-1419 W. Cossitt, 2-1411 W. Cossitt, 3-1407 W. Cossitt (Existing)

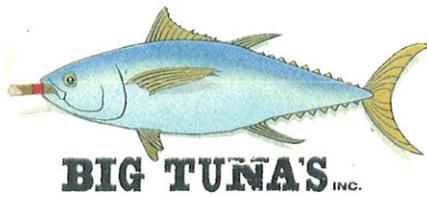


5-A.54

1419 W. COSSITT



5-A.55



November 28, 2012

Ms. Angela M. Mesaros AICP
Village of La Grange
53 S. LaGrange Road
La Grange Il. 60525

Dear Angela,

With regards to the Fieldside Commons Development, we are pleased to submit our Application for Vacation concerning the rear abandoned alleyway at 1407 W. Cossitt Ave.

Our application is made in earnest for the Village of La Grange to vacate the designated rear alleyway for the following reasons as detailed below. In addition, we have enclosed several photographs and layouts highlighting the specific area.

- 1.) The 20' alleyway behind 1407 Cossitt ave has not been in use for over 25 years.
- 2.) It is estimated that over 50% of the alleyway has already been vacated.
- 3.) This portion of the vacated alleyway is in use by 1411 Cossitt Ave for both driveway and parking lot.
- 4.) Seller of property (1407 W. Cossitt) articulated that in the past the village attempted to gift remaining alleyway to their parents.
- 5.) Neighbors to the east of Peck street are currently using their properties up to the railroad easement.

The Big Tuna's Inc., Fieldside Commons Application for Vacation is obviously tied to the site improvements that we will be requesting shortly. The Alta survey, the revisions of plans based on the constructive feedback from the village along with our Application for Site Plan Approval are all in progress and will be submitted early next week.

In closing, please let us know if you need any additional information. We look forward to a positive response.

Sincerely Yours,

Patrick Powers
Big Tuna's Inc.

5-A-56

Village of La Grange

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

APPLICATION FOR VACATION

Application No.: 208

Date Filed: 11/28/12

TO THE BOARD OF TRUSTEES
VILLAGE OF LA GRANGE, ILLINOIS

1. Application is hereby made by (adjacent property owner(s)):

Patrick Powers

(Name)

Daniel Powers

Big Tuna's, Inc.

106 W. Calendar Ct. #180

(Address)

La Grange, IL 60525

2. For Vacation of Property Located at (Common Description):
Please attach drawing of property location.

1407 W. Cossitt Ave.
La Grange, IL 60525

See attached plat
of survey &
photographs

Note: Legal description to be indicated on Plat of Vacation

3. Proposed Use of Vacated Property: Fieldside Commons Development

garages

4. Name(s), Address(es) of all adjacent property owners affected by proposed vacation (use additional page if necessary):

West: 1411 W. Cossitt

Condominium - N/A

East: 1401 W. Cossitt

Single family home - "Tom"

5-A-57

VACATION OF PUBLIC RIGHTS-OF-WAY

Policy:

It is the stated policy of the Village of La Grange that the Village will consider vacating publicly dedicated rights-of-way when:

1. There is no public benefit to maintaining the dedicated right-of-way; and
2. Such a vacation will eliminate an existing burden on the Village of La Grange; and/or
3. A public hearing has been conducted and recommendations received by the La Grange Plan Commission.

A petition to vacate dedicated rights-of-way shall be processed at no expense to the Village. Costs to be incurred by the Village, including but not limited to public notices, public hearings, preparation of vacation plats, filing of such plats, and property appraisals, shall be borne by the petitioner(s). Furthermore, the Village may choose to assess a reasonable fee for the vacation of a dedicated right-of-way.

Procedure

Initiation of Vacation Requests

1. A written petition may be submitted to the Village Board from one or more adjacent property owners; or
2. A written recommendation from the La Grange Plan Commission may be submitted to the Village Board; or
3. A written recommendation from the Village Staff may be submitted to the Village Board.

Preliminary Review by Village Board

1. The Village Board will give an indication of its desire to study such a request by approving or denying a resolution to refer such a petition/recommendation to the La Grange Plan Commission for public hearing.
2. The Village Board will authorize the preparation of a "Plat of Vacation" for use by the Plan Commission during their review (to be paid by petitioner).

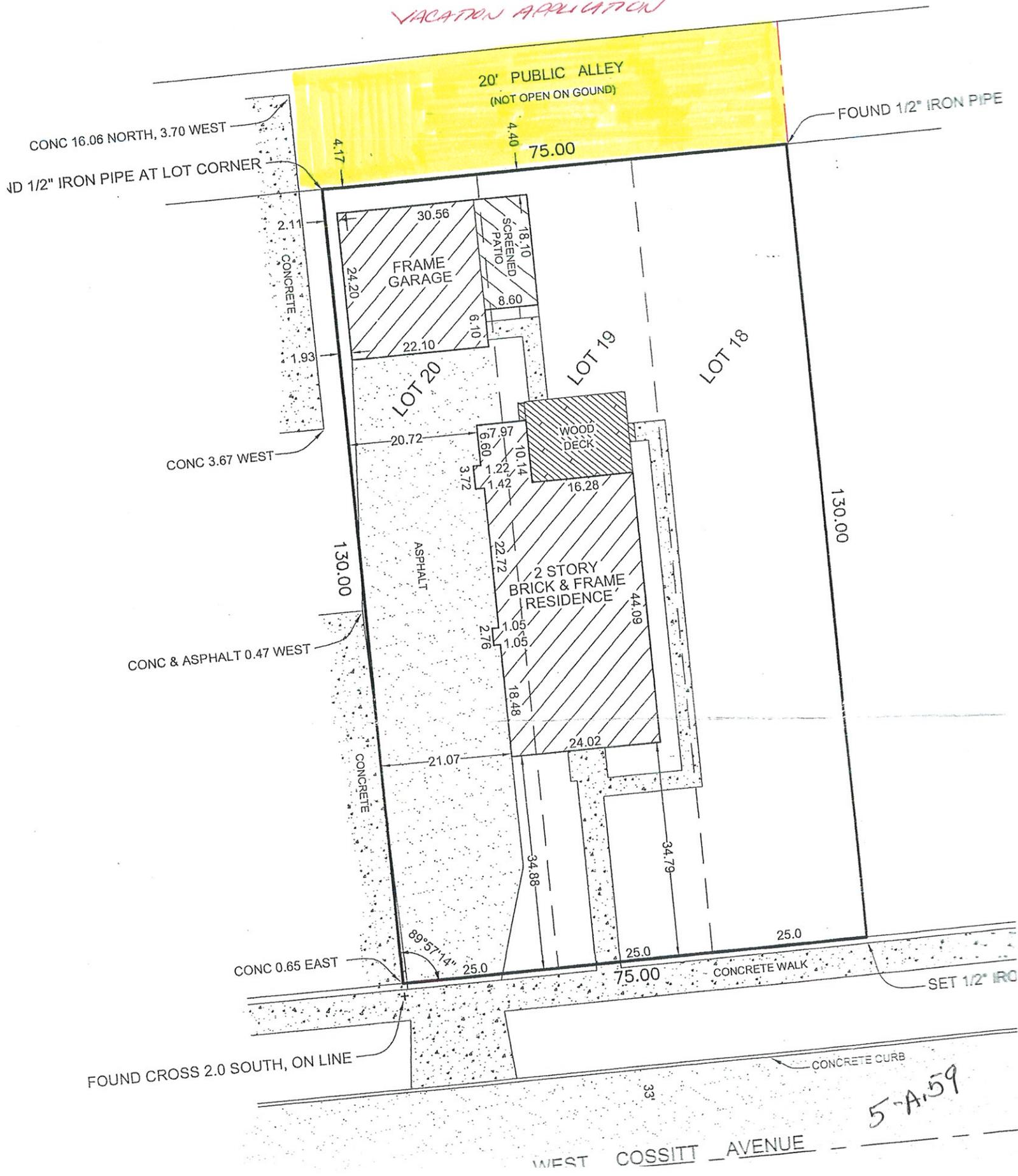
Plan Commission

1. The Plan Commission shall publish a legal notice calling for a public hearing for vacation of public right-of-way.
2. The Plan Commission shall provide written notification to all adjacent property owners potentially impacted by the proposed vacation.
3. The Plan Commission shall conduct a public hearing in accordance with its own rules.
4. The Plan Commission shall prepare a recommendation to the Village Board consisting of its support or opposition to the petition/recommendation to vacate right of way; and a recommendation on the

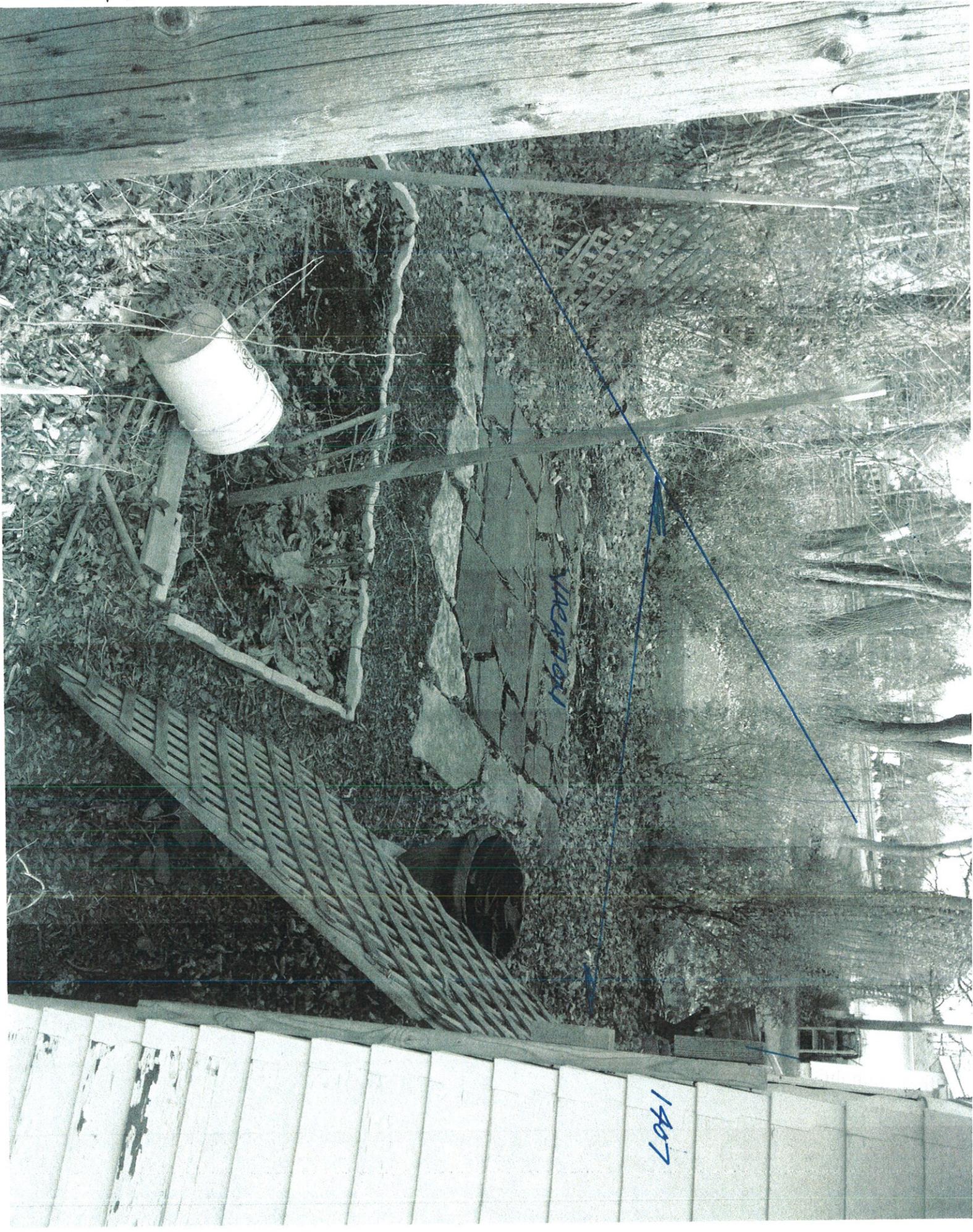
LOTS 18, 19 AND 20 IN ELMORE'S LEITCHWORTH, BEING A SUBDIVISION IN THE WEST 1/2 OF THE EAST 1/2 OF TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PL RECORDED MAY 28, 1923 AS DOCUMENT NUMBER 7951896, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1407 WEST COSSITT AVENUE, LA GRANGE.

VACATION APPLICATION

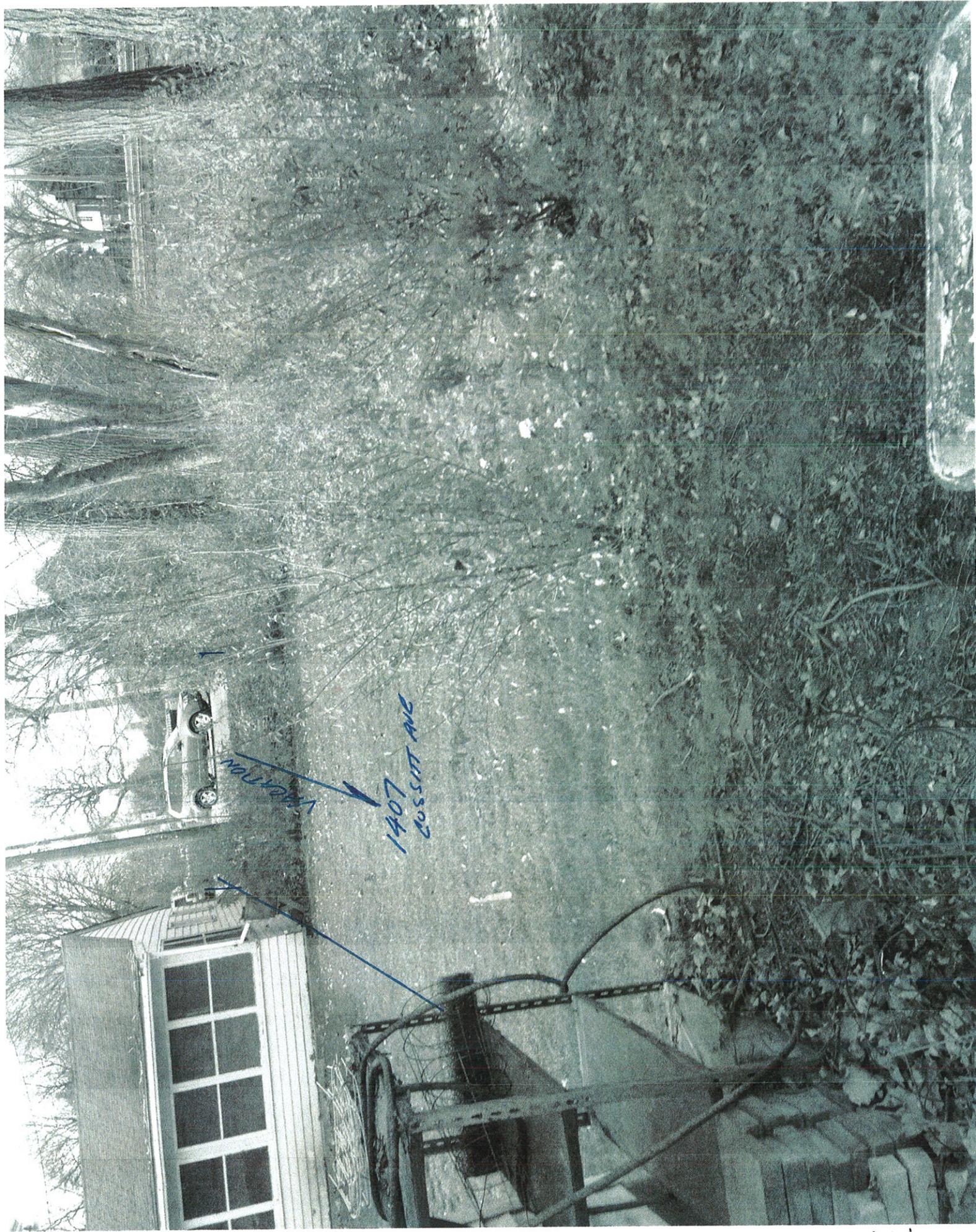


5-A.60



1407

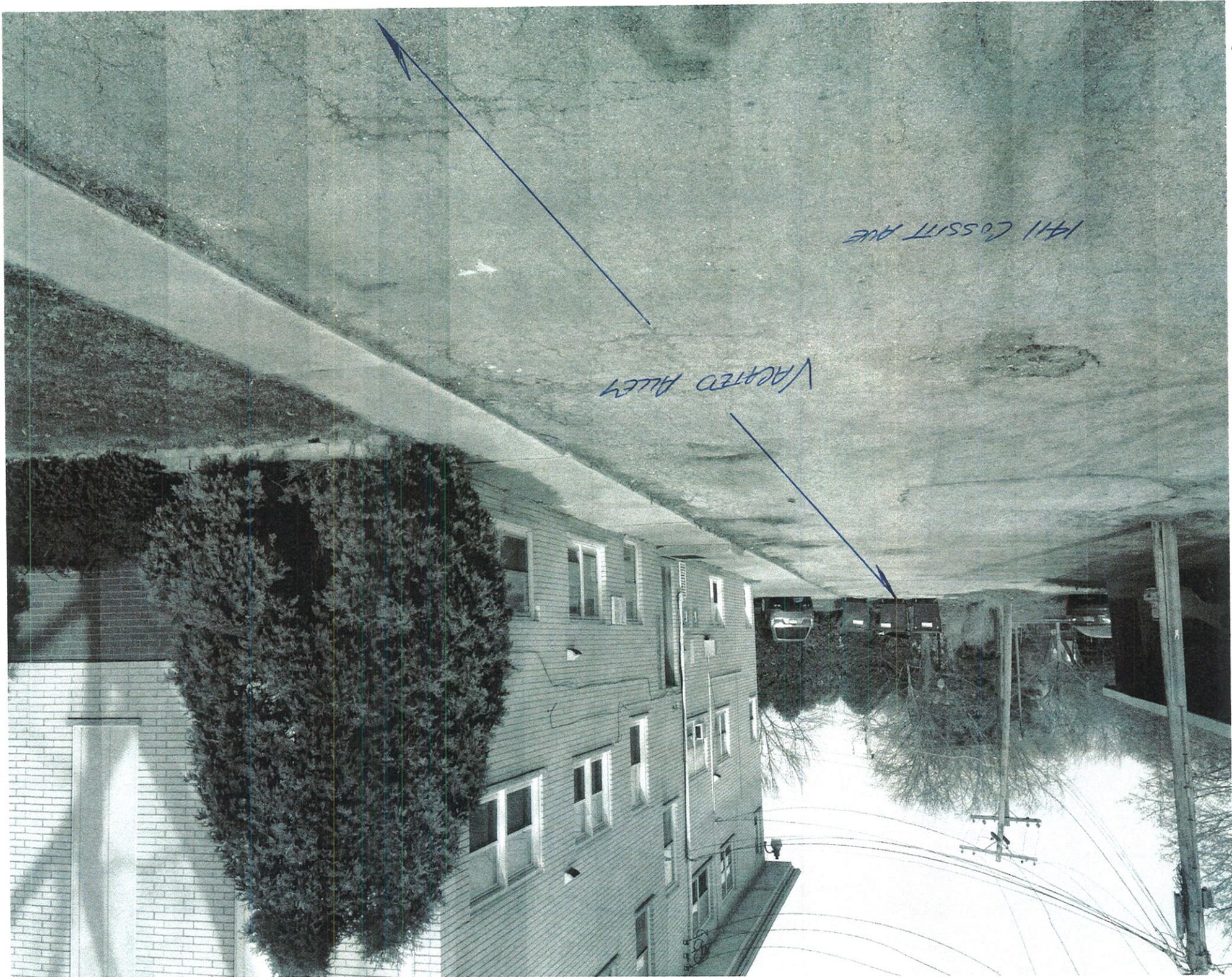
1407



1407
CASSITT AVE

MAGNAN

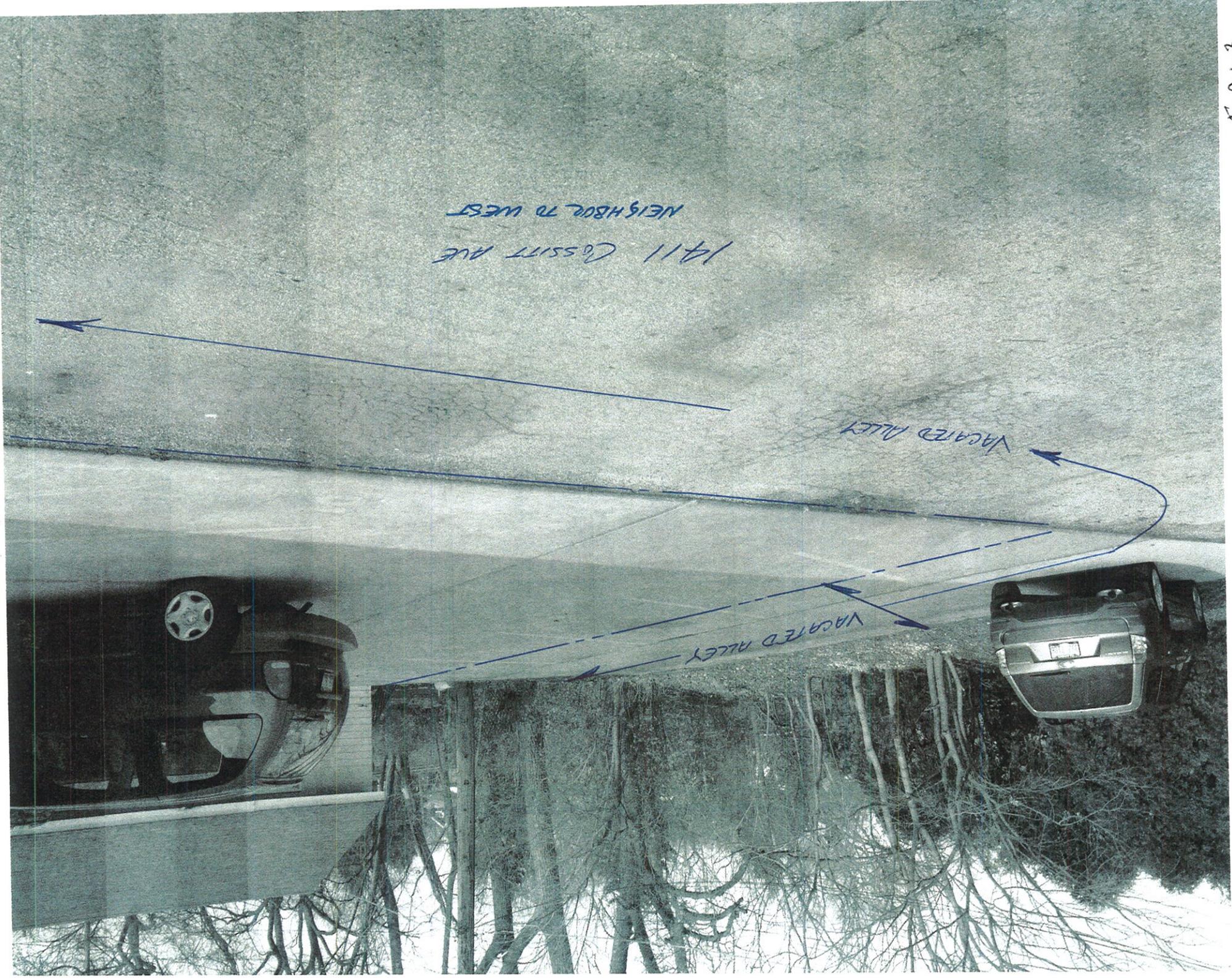
5-A.61



VACATED ALLEY

1411 COSSITT AVE

5-A-162



1411 COSSITT AVE
NEIGHBOR TO WEST

VACATED ALLEY

VACATED ALLEY

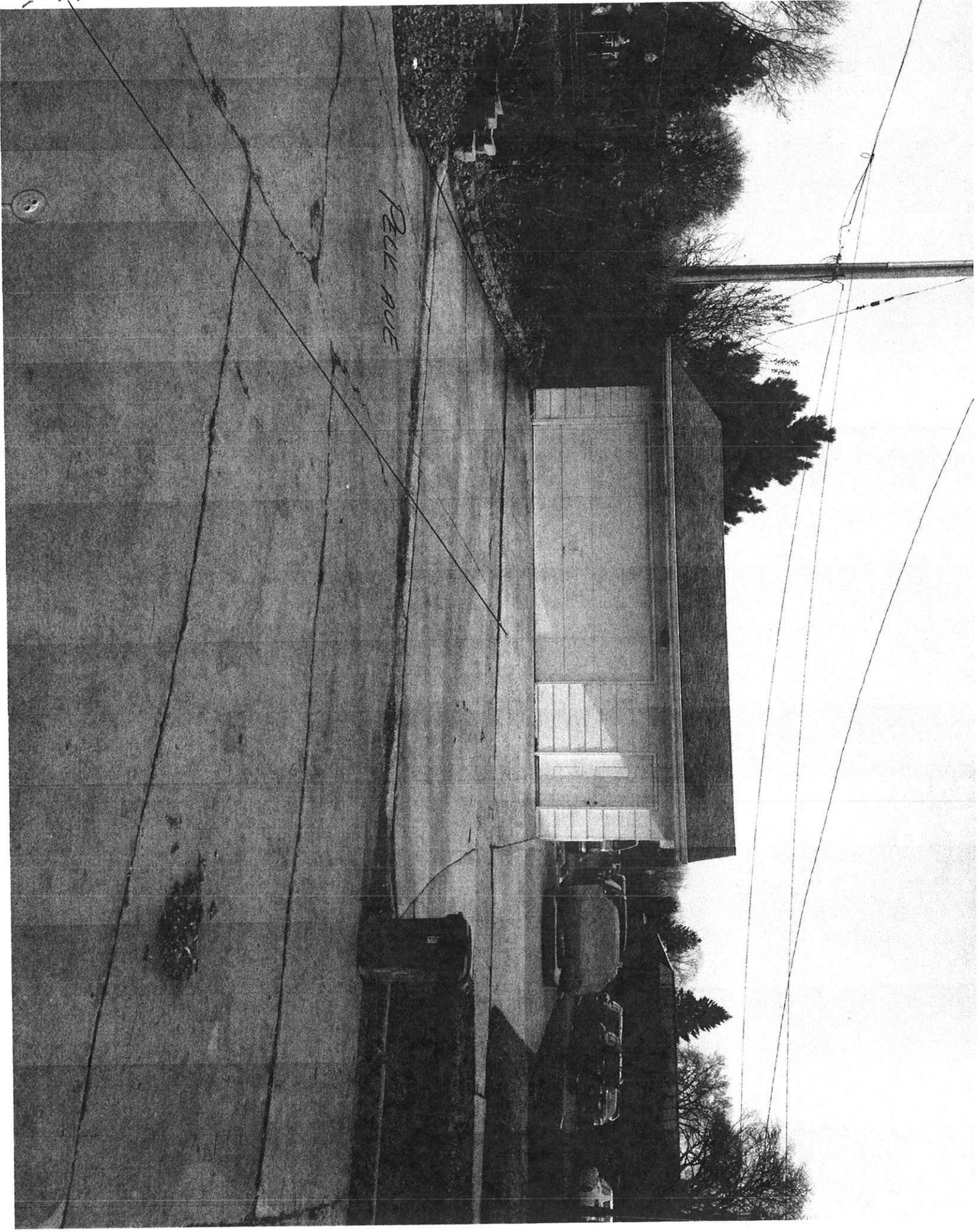
5-A.163

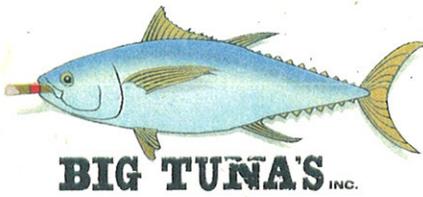


5-A.64

5-A-105

BELL AVE





December 14, 2012

Ms. Angela M. Mesaros AICP
Village of La Grange
53 S. LaGrange Road
La Grange, IL 60525

Dear Ms. Mesaros,

With regards to the Fieldside Commons Development, we are pleased to submit our Application for Site Plan Approval and our Application For Planned Development.

We have met and discussed financing with First National Bank of La Grange and have received positive feedback. Please find the attached letter of interest we received from the FNBLG.

In addition, we have revised the site plans per your request during our initial meeting. We have reduced the building footprint, enhanced the green space and recreational area and moved the building closer to the sidewalk. Please find the attached, updated site plans and floor layouts.

Finally, per your request, we have attached an ALTA survey of the property for your Public Works Director.

In closing, please let us know if you need any additional information. We look forward to a positive response.

Sincerely Yours,

Patrick Powers
Principal
Big Tuna's, Inc.

5-A.66

November 30, 2012

Mr. Patrick D. Powers
President
Big Tuna's, Inc.
345 S. Spring Ave.
LaGrange, Illinois 60525

Re: Fieldside Commons Development

Dear Patrick:

It was a pleasure meeting with you and Dan earlier this week and appreciate the opportunity to be of service in connection with the proposed development at 1407 W. Cossitt Ave.

After this initial meeting, both Cathy and I came away impressed with both the quality of the improvements contemplated and the business acumen and abilities that you and your management team provide.

We view this project as being a very positive development within the community and, as always, First National Bank of LaGrange welcomes the opportunity to play a role in the continued enhancement of the community.

As the project advances, we look forward to working with you and will make ourselves available to assist.

Sincerely,



William V. Iaculla
Executive Vice President
Chief Loan Officer

WVI/ms

CC: C. Hunkeler
D. Powers

5-A.67


Village of La Grange

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

APPLICATION FOR PLANNED DEVELOPMENT

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF LA GRANGE

Application No. 208
Date Filed 12-14-12
UARCO No. 94628

(Please Type or Print)

Application is hereby made by Patrick Powers / Big Tuna's, Inc.

Address: 106 W. Calendar Ct. #180 LaGrange, IL Phone (630) 222-4956

Email: Patrick@bigtunasinc.com or Dan@bigtunasinc.com

Owner of property located at 1407 W. Cossitt Ave. LaGrange, IL 60525

Permanent Real Estate Index No. 18-05-400-008, 009, 010
as set forth by plat of survey attached hereto

Present Zoning Classification R-7

Requested Modifications from the Zoning Code: Provision NONE
Modification: NONE

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

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

- (a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Yes

- (b) No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

5-A-68

Yes, there will be no undue adverse impact

- (c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Yes, there will not be any interference

- (d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Yes, the development will be served adequately by essential public facilities and services.

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

Yes, the proposed development will not cause undue traffic congestion.

- (f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Yes, the development will not result in the loss, destruction, or damage of any natural, scenic, or historic features.

- (g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Yes, the development complies with all additional standards.

5-A.69

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

- (a) Unified Ownership Required. The entire property will be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.

Yes, the entire property will be in single ownership.

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

Agreed

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

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

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

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

5-A-70

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

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

Yes, please see plan

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

Yes, please see plan

(c) Public Improvements³. Provide for all public improvements necessary to serve the PD, including without limitation streets, sidewalks, lights, signs, underground utilities, and landscaping, to be constructed or installed to Village standards at no cost to the Village.

Yes, please see plan

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

5-A.72

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

BRICK PERIOD STYLE - FEDERAL/6262K

*PLEASE SEE ELEVATION. OUR INTENT IS TO
CONSTRUCT A BUILDING THAT IS CONSISTENT
TO THE VILLAGES ARCHITECTURE.*

NOTICE: This application must be filed with the office of the Community Development Director together with seventeen (17) 11 x 17 copies of any required drawings, plats of survey, etc, the necessary data called for above a minimum of thirty days in advance of the public hearing and the required filing fee escrow a minimum of thirty days in advance of the public hearing date. The escrow will be utilized to cover all costs incurred by the Village as outlined in Paragraph 14-101D2 of the Zoning Code:

- (a) Legal Publication (direct cost);
- (b) Recording Secretarial Services (direct cost);
- (c) Court Reporter (direct cost);
- (d) Administrative Review and Preparation (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (e) Document Preparation and Review (hourly salary times a multiplier sufficient to recover 100 percent of the direct and indirect cost of such service);
- (f) 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).

The escrow for the application is as follows:

Planned Development - \$3,000

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

Application for Planned Development

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

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

Patrick Paul Principal, BigTuna's, Inc. 106 W. Calendar Ct. #181
(Signature of Owner or Contract Purchaser) (Address)
La Grange IL 60525
(City) (State) (Zip Code)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

14th DAY OF December, 2012.
Sue A. Quigley
NOTARY PUBLIC



PLACE SEAL HERE

(FOR VILLAGE USE ONLY)

1. Filed with the office of the Community Development Director 12-14, 2012
2. Transmitted to Plan Commission at their meeting held: 1-08-13
3. Continuation (if any):
4. Notice of hearing published in: Sub Life on: 12-19-12
5. Findings and Recommendations of Plan Commission 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:

REMARKS:

5-A-74

Village of La Grange

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

APPLICATION FOR SITE PLAN APPROVAL

Case No.: 208
Date Filed: 12-14-12
UARCO: 94628

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

Application is hereby made by PATRICK POWERS / BIG TUNA'S, INC.
(Please Type or Print)

Address: 106 W CALENDAR COURT #180 LA GRANGE, IL 60525
(City) (State) (ZIP)

Phone: (630) 222-4956

Owner of Property Located at: 1407 W. COSSITT AVE

Permanent Real Estate Index No.: 18-05-400-008, 009, 010

Present Use: 2 FLAT Present Zoning Class.: R-7

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

Design Review Permit _____ Special Use Permit _____ Planned Unit Development

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

* * *

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

Patrick Powers
(Signature of Owner or Contract Purchaser) 345 S. SPRING AVE
(Address)

LA GRANGE IL 60525
(City) (State) (Zip)

Subscribed and sworn to before me this 14th day of December, 2012.

[Signature]
(Notary Public)



~~CREDITED TO THE ACCOUNT OF THE WITHIN NAMED PAYEE~~
~~FIRST NATIONAL BANK OF LA GRANGE~~
~~LA GRANGE, ILLINOIS~~

5-A.75

Whenever an application filed pursuant to any provision of this code involves any use, construction, or development requiring the submission of a site plan pursuant to section 14-402 of this Code, seventeen (17) 11 x 17 copies of a site plan illustrating the proposed use, construction, or development, and **providing at least the following data and information**, on one or more sheets, shall be submitted as part of the application:

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

5-A.76

VILLAGE OF LA GRANGE
Community Development Department

MEMORANDUM

TO: Plan Commissioners

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

DATE: February 12, 2013

RE: CONTINUATION OF PLAN COMMISSION CASE #208 - (1) PLANNED DEVELOPMENT FINAL PLAN, (2) SPECIAL USE AND (3) SITE PLAN APPROVAL TO AUTHORIZE A SIX-UNIT RESIDENTIAL BUILDING, 1407 W. Cossitt Avenue, Big Tuna's, Inc.

Since your last meeting, Big Tuna's Inc. has met with staff in order to respond to the comments raised by the Commissioners at the public hearing on January 8, 2013. Attached are revised site plans and additional information which include the following:

- **Utilities.** The Director of Public Works has reviewed the ALTA survey for the property with the following comments – there are no existing public utilities (water or sewer) in the rear alley. However, there is an overhead transmission line along the rear lot line. Upon our suggestion, the developer contacted Com Ed and has met on-site with the Field Representative/ Engineer from ComEd. They discussed options to relocate the overhead transmission lines to accommodate the Fieldside Commons development. The development team and the ComEd engineer originally discussed relocating and running the transmission lines under the parking area in front of the garage, however, that option was not feasible. ComEd concluded that these power transmission lines will need to be buried behind the proposed garage. In order to meet this requirement, ComEd specified a 5-foot easement/setback from the back of the proposed garages to the lot line in case the lines have to be serviced.
- **Detached garages.** At your meeting, the petitioner agreed to move the detached garages from 3 feet setback to zero lot line adjacent to the BNSF railroad right-of-way on the north (rear lot line) of the property in order to provide additional space to increase the front yard. After meeting with the Com Ed engineer as discussed in the paragraph above, they now have made a few minor adjustments to the site plan to accommodate a 5-foot easement in the back. These adjustments include moving the proposed garage 5' off the rear lot line and moved the parking area 5' closer to the building, which ultimately relocated green space.

5-A.77

- **Increased front yard.** The petitioner has changed the positioning of the buildings on the property. Therefore, the front yard of the development has been increased from 7.0 feet to 10 feet. Commissioner comments included the context of the area and the trend for future development. Staff examined the properties along Cossitt to the east of this property. We have found that any residential lots to the east of this one and a half block area are different in character – the average lot depth is approximately 240 feet, which allows for additional space for the front yard, as compared to the subject property which is 130 feet deep. (See attached land use map that includes residential properties along Cossitt Avenue east to Lyons Township high school property.)
- **East side yard:** Previously, the development proposed a 6.5 foot setback from the property to the east. By shifting the building to the west and reducing the width of the building by 8 inches, the petitioner was able to increase the side yard to 7.5 feet. This meets the side yard requirements and no longer requires relief from the Zoning Code.
- **Storm water Management** – The petitioner has submitted preliminary storm water drainage plans that include underground storage and outlets. (See attached Proposed Storm Water Layout.) As suggested at your meeting, the petitioner looked at the potential for permeable pavers in the driveway and/or parking area; however they believe that this plan works. They are open to possibly using partial permeable pavers, but at this point believe there are maintenance issues.

The details of this plan will appropriately be further designed by the petitioner's engineer for review and approval of the Village Engineer in compliance with the Village's extensive Residential Site Development Standards.

- **Landscape Plan.** Attached is a more detailed landscaping plan that includes screening the building on the east property line from the neighbor's side door, additional screening of the parking area and enhanced landscaping at the southeast corner.
- **Elevations on all sides of the buildings and detached garage.** The petitioner has provided elevations of all sides of the buildings and detached garage. Note that there are by design no windows on the back of the garages. This is for security purposes – to discourage entry from behind the garages and to buffer noise from the railroad directly abutting the garages.
- **Building Materials.** The petitioner has provided a list of the types of materials that they plan to use for the residential building and the garages. Staff notes that they are quality materials – masonry and stone veneer, asphalt shingles, cedar siding for the garages. We recommend a condition that the approvals be tied to the materials from this list or similar materials as approved by the Community Development Department.

5-A.78

The Applicant will present the documents and the public will have an opportunity to comment on the application at your meeting.

The project as revised will no longer require relief from the interior side yard requirements, but still requires relief by Planned Development from the following areas:

1. Total Lot Area
2. Lot Area per Unit
3. Required Front Yard
4. Maximum Building Coverage
5. Maximum Total Lot Coverage

The specific amount of relief is noted in the following table:

<i>Standard</i>	<i>Required</i>	<i>Originally Proposed</i>	<i>Revised Application</i>
Total Lot Area	Minimum 12,000 square ft. (Legal nonconforming = min. 70% = 8,400 sq. ft.)	11,250 square ft (including the area of the ROW proposed to be vacated.) – Legal nonconforming lot of record.	No Change
Lot Area Per Unit	Minimum 2,000 sq. ft. per unit Permitted: 5 units (11,250 ft ² . / 2,000 = 5.625= 5 units)	6 units	No Change
Front Yard	25 feet	7 feet	10 feet
Interior Side Yard	Min. 10% of lot width or 5 feet (whichever is greater) Required: Min. 7.5 ft. [75 ft width x 0.10 = 7.5 ft.]	East property line: 6.5 ft.	7.5 feet – No relief needed with revisions
Maximum Building Coverage	Maximum 35% Permitted: 3,937.50 ft²	4,692 ft ² (41.7%)	Slight reduction 4,678 ft ² (41.5%)
Maximum Total Lot Coverage	Maximum 60% Permitted: 6,750 ft.²	8,356 square feet (74.3%)	Slight reduction 8,342 ft ² (74.1%) Proposal for drainage system in compliance with Village Site Development standards

5-A, 79

The petitioner has submitted two applications:

- (1) Vacation of Public Right-of-Way. At your last meeting, Commissioners voted unanimously to recommend vacation of a Village alley 20 feet wide by 75 feet, abutting the north boundary of its property at 1407 W. Cossitt. This additional land would be used for a two land circulation aisle, adequate parking, and access to the proposed garages.
- (2) Planned Development Final Plan, Special Use & Site Plan Approval.

Should the Plan Commission find that the standards have been adequately addressed for the relief being sought by the Applicant; staff recommends that the following action items be voted upon by the Plan Commission. We have prepared several conditions for your consideration as part of the final site plan approval. Additional conditions may also be desired by the Commission.

1. Revised Site Plans, dated February 5, 2013; and
2. Elevations of all sides of the building and garage, dated February 5, 2013.
3. Special Use Permit/ Planned Development (including development concept plan and final plan) as submitted in Plan Commission Case #208 with the following conditions:
 - a. As part of the public contribution requirement to obtain relief under a Planned Development, the Village Manager and Community Development Staff shall discuss with the Applicant compensation for the vacation of right-of-way and any other contributions to any appropriate area public improvements that might be agreed upon.
 - b. Drainage plan dated February 5, 2013. Final Grading and Site Engineering shall be approved by the Village prior to the issuance of any building permits.
 - c. Utility relocation plan shall be approved by the Village prior to Village Board approval and the Applicant shall comply with all Com Ed and Village regulations related to the overhead transmission line along the rear lot line in order to establish an easement and/or relocation of the utility.
 - d. Final landscaping details shall be submitted with the application for building permit approval.
 - e. Final building material samples in substantial conformity with the attached renderings dated February 5, 2013 provided by the developer to be approved by Staff prior to issuance of any building permits.

5-A.80

- f. Refuse containers must be fully enclosed by an opaque fence, wall or densely planted evergreens of a height to completely screen such containers.
- g. In the event of future conversion to condominium, Conditions Covenants and Restrictions must be provided to satisfaction of the Village Manager.

5-A.81

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: March 11, 2013

RE: **CONTRACT - GROUP HEALTH AND LIFE INSURANCE RENEWAL**

To remain competitive with the job market in attracting and retaining a quality work-force, the Village provides group health insurance coverage as a benefit to its full-time employees. Coverage is offered to employees through two HMO plans. The plans are written by Blue Cross/Blue Shield of Illinois.

In balancing the need for maintaining competitive employee benefits and containing their corresponding costs, the Village has been diligent and effective in managing its health insurance expenses over time. First, the Village switched to a health maintenance organization (HMO) plan for its employees in 1986 in response to escalating health care costs associated with indemnity plans and PPO plans at that time. By their nature HMO's are designed to be cost efficient. As a result, the Village's health insurance expenses in the aggregate have been affordable over time.

Second, in response to upward trends in health care costs during the 2000's, the Village regularly shifted these costs onto Village employees in the form of: (i) plan changes; (ii) increased co-payments; and (iii) new co-payments.

Third, the Village was able to negotiate changes to collective bargaining agreements with its unionized employees most notably by: (i) eliminating language which limited the Village's ability to select and change carriers and coverage, change employee co-payments, and change employee contributions; and (ii) that unionized employees will be treated the same way as non-unionized employees with respect to the management of this benefit.

Fourth, as part of the Village's cost containment efforts, the employee contribution towards monthly group health insurance premiums was increased twice and is currently at 12.0% of total premiums. (As a point of information, employee's pay the difference in premiums for participation in the more expensive of the two HMO plans and retirees pay 100% of the cost of monthly premiums.)

5-B

Like many employers, the cost of providing group health insurance is a significant operating expenditure for the Village. As part of the pre-budget development workshop conducted last November concerning expenditures, we provided the Village Board with an opportunity to fully discuss, question and understand employee health insurance trends for municipal employers. After an engaged and extensive discussion with the Village's benefits consultant, the Village Board was satisfied with the consultant's assessment that the Village's HMO plans as presently structured were cost effective, and that the employee contribution toward premiums was competitive. Consequently, it was the consensus of the Village Board to not make any additional changes to this employee benefit at that time.

After receipt of an initial renewal proposal from Blue Cross/Blue Shield for an 8.06% increase in employee health insurance premiums, the Village's consultant was able to negotiate a reduction in that rate to a 3.0% increase in premiums effective May 1, 2013. The reduction was primarily a result of reduced claims experience and reduced risk charge. We note that this final rate of renewal coincidentally matches the CPI/tax cap limitation for the 2012 property tax levy adopted in December 2012.

Attached you will find a table which illustrates the Village's average increase in employee health insurance premiums over the past five years. With this renewal, our five-year rolling average is 4.20%. Not shown in the table is that the Village has also negotiated rate freezes in three of the last nine years.

The final proposed renewal is within budget, resulting in a gross cost savings to the Village of \$48,000, of which \$40,000 accrues to the General Fund. The remaining \$8,000 is transferred out of the General Fund as part of its cost allocations to the Village's three enterprise funds (water, sewer and parking).

We will continue to explore opportunities and evaluate strategies to further contain the Village's health insurance expenses, as also directed by the Village Board at the conclusion of the health insurance workshop discussion in November.

On a related matter, our group life insurance is provided by Fort Dearborn Life through Blue Cross/Blue Shield. Because of continued good claims history, we are in the second year of a two-year agreement with Fort Dearborn Life which provided for a 24% decrease in premiums (savings of \$3,420 annually).

We recommend that the contract with Blue Cross/Blue Shield for group health insurance and Fort Dearborn for group life insurance, effective May 1, 2013 be approved.

5-B-1

Village of La Grange
Health Insurance
5-Year Rolling Average Increase in Premiums

FY 2013-14 (final proposed)	3.00%
FY 2012-13	0.00%
FY 2011-12	7.50%
FY 2010-11	7.00%
FY 2009-10	3.50%

5 Year Average	<u>4.20%</u>
----------------	--------------

FY 2013-14 Budget - proposed	7.50%
---------------------------------	-------