

**VILLAGE OF LA GRANGE
BOARD MEETING**

MONDAY, APRIL 28, 2014

7:30 p.m.

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

**Thomas E. Livingston
Village President**

**John Burns
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, April 28, 2014 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
 - Trustee Holder*
 - Trustee Kuchler*
 - Trustee Langan*
 - Trustee McCarty*
 - Trustee Nowak*
 - Trustee Palermo*
 - President Livingston*

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 – Minimum Total Interior Side Yards, 842 S. Catherine Avenue

 - B. Ordinance – Replacing Class A-1 Liquor License for A-2 License, Lucca's Pizzeria, 106-108 W. Burlington Avenue

 - C. Ordinance – Creating a Class B Liquor License, 7-Eleven, 6 East 47th Street

 - D. Professional Services Agreement – Traffic Engineering Services

 - E. Ordinance - Disposal of Surplus Property / Miscellaneous Personal Property

 - F. Minutes of the Village of La Grange Public Hearing and Board of Trustees Regular Meeting, Monday, April 14, 2014

G. Consolidated Voucher 140428

5. CURRENT BUSINESS

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

- A. Ordinance – Proposing the Establishment of a Special Service Area (SSA) / Sidewalks on the 700 Block of 12th Avenue:
Referred to Trustee Palermo
- B. Ordinance – Amending La Grange Code of Ordinances Regarding Abandoned, Feral, and Wild Animals: *Referred to Trustee Kuchler*
- C. Approval of Change Order – Stone Avenue Train Station Renovation Project: *Referred to Trustee Nowak*

6. MANAGER’S REPORT

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

- A. Electricity Aggregation
- B. Amendments to Zoning Code Regarding Medical Cannabis Dispensaries

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: April 28, 2014

RE: **ORDINANCE – VARIATION – MINIMUM TOTAL INTERIOR SIDE YARDS,
842 S. CATHERINE AVENUE.**

Raymond and Deborah Topps, the applicants, recently purchased the property at 842 South Catherine Avenue. They have applied for a variation from the minimum total interior side yards standard in the R-4 Single Family Residential District in order to construct an attached garage. The subject property is 50 ft. wide and 123 ft. deep, which is typical of lots in their immediate area, but slightly smaller than the average lot depth of 125 feet throughout the Village.

According to the applicants, access to their existing detached garage is difficult due to the location of the house on the lot. The house is nine feet from the south property line with eighteen feet of space between the house and the detached garage – both of these distances meet the minimum allowable for a driveway. However, due to the location of window wells, a raised curb, and an existing patio, there is not sufficient space to pull more than one vehicle into the garage. For better access, they wish to replace the existing two-car detached garage with a new attached garage.

The interior side yard on the north side of the property is five feet, which meets the minimum requirement for an interior side yard. With the new attached garage, the south side yard would be reduced to measure five feet, for a total of 10 feet. In 2007, the Village adopted new regulations that established a minimum requirement of 12 feet total for both side yards. The proposed attached garage would not meet this standard.

On March 20, 2014, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the public hearing, the applicant presented the variation request. After some discussion as to whether or not to recommend a smaller attached garage, the Commissioners agreed that since the property would comply with building coverage, the size of the garage should not be restricted. The Zoning Board voted unanimously with five members present 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 location of the existing driveway (with window wells, raised curb, and patio) creates a practical difficulty for access to the detached garage in its current location;
- Currently, the property exceeds maximum allowable building coverage of 30%. With the proposed attached garage, the building coverage would be reduced and the property would comply with the Zoning Code; and
- Other remedies to provide access to the detached garage, would not meet building coverage requirement and would reduce the amount of open/green space, which is not consistent with the Zoning Code and Comprehensive Plan.

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

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14-_____

AN ORDINANCE GRANTING A ZONING VARIATION
FOR CONSTRUCTION OF AN ATTACHED GARAGE
AT 842 S. CATHERINE AVENUE

WHEREAS, the owner of the single family detached house (the “*Existing House*”) on property commonly known as 842 S. Catherine Avenue, La Grange and legally described as follows:

Lot 11 in Block 13 in Country Club Addition to La Grange, being a Subdivision of the East ½ of the Northwest ¼ of Section 9, Township 38 North, East of the Third Principal Meridian, in Cook County, Illinois.

(the “*Property*”) has applied for a variation from Paragraph 3-110C3 (Minimum Total Interior Side Yards) of the La Grange Zoning Code to authorize construction of an attached garage (the “*Proposed Garage*”); and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing to consider the application on March 20, 2014, pursuant to proper public notice; and

WHEREAS, at the conclusion of the public hearing and deliberation on the application, the Zoning Board of Appeals recommended in its Findings and Recommendation dated March 20, 2014, that the Board of Trustees grant the requested variation; 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 variation from the minimum total interior side yards standard of Paragraph 3-110C3 of the La Grange Zoning Code to authorize construction of the Proposed Garage.

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) approval by the Village’s Director of Community Development of conforming plans for the Proposed Improvements as required by Subsection 2A of this Ordinance, and (c) execution by the owners of the Property and recording of the covenant required by Subsection 2C of this Ordinance.

PASSED this ____ day of _____ 2014

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2014

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

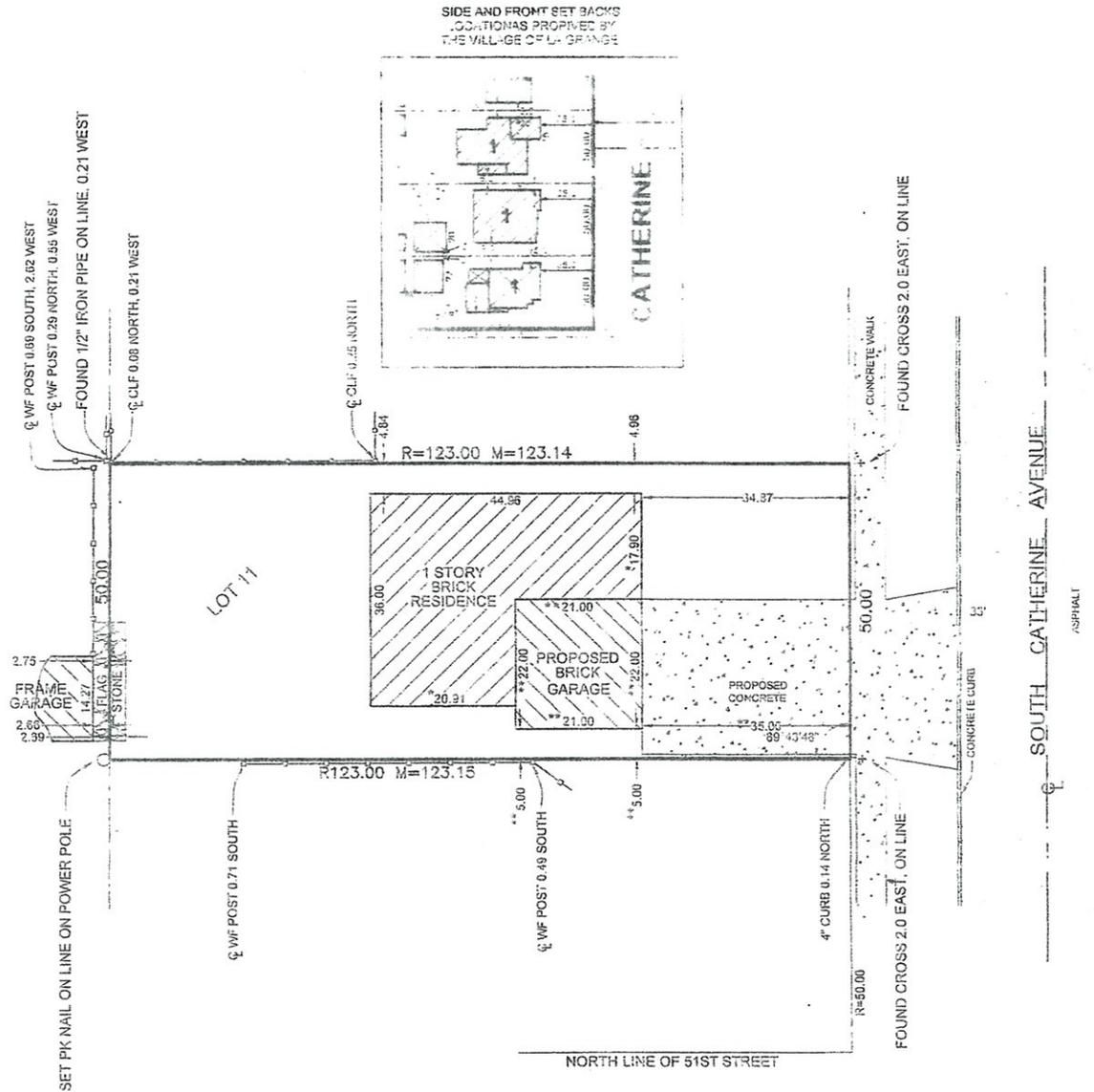


SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 605
SCHOMIG-SURVEY@SBCGLOBAL.N
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 11 IN BLOCK 13 IN COUNTRYCLUB ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 842 SOUTH CATHERINE AVENUE, LAGRANGE.



SURVEYORS NOTES: SURVEY ITEMS MARKED WITH * ARE CALCULATED NUMBERS. SUBJECT TO REVISION ONCE PROPOSED GARAGE IS BUILT. ITEMS MARKED WITH ** WERE PROVIDED BY TOPPS DEVELOPMENT. SCHOMIG SURVEYORS ASSUMES NO LIABILITY FOR LOCATION OF GARAGE OR SIZE OF GARAGE, DUE TO DEMOLITION ALL IMPROVEMENTS ARE NOT SHOWN HEREON. FOR MORE DETAILS SEE PLAT OF SURVEY DATED NOVEMBER 30TH, 2013.

LEGEND

- M. = MEASURED DIMENSION
- R. = RECORDED DIMENSION
- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- C. = CENTER LINE
- C.L.F. = CHAIN LINK FENCE
- W.F. = WOOD FENCE
- V.F. = VINYL FENCE
- I.F. = IRON FENCE

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

PROPOSED ITEMS ADDED: FEBRUARY 19TH, 2014.

ORDERED BY: TOPPS DEVELOPMENT INC.

PLAT NUMBER: 132509-1

SCALE: 1" = 20'

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

LOT AREA: 8,157 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

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

BY: *Respectfully,*
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



LICENSE EXPIRATION
11-30-2014

JAYBIRD - PLAN M2919AZF-0

Total Area: 2916 sq. ft.
Garage Area: 449 sq. ft.
Garage Area: 449 sq. ft.
Garage Size: 2
Stories: 2
Bedrooms: 4
Full Baths: 2
Half Baths: 1
Width: 40'-0"
Depth: 48'-6"
Height: 25'-0"
Foundation: Crawl Space



2f-A15

FINDINGS OF FACT

ZONING BOARD OF APPEALS
OF THE
VILLAGE OF LA GRANGE

March 20, 2014

President Livingston and
Board of Trustees

RE: **ZONING CASE #602 - VARIATION – 842 S. CATHERINE AVE, PARAGRAPH 3-110C3 (INTERIOR SIDE YARDS) TO AUTHORIZE THE CONSTRUCTION OF AN ATTACHED GARAGE WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT, RAYMOND & DEBORAH TOPPS.**

The Zoning Board of Appeals transmits for your consideration its recommendations for a request of zoning variation necessary to remodel an existing house and to add an attached garage at the property at 842 S. Catherine Avenue.

I. THE SUBJECT PROPERTY:

The subject property in question is a residential lot, 50 feet wide with a depth of 123 feet.

II. CHARACTERISTICS OF THE SURROUNDING AREA:

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

III. VARIATIONS SOUGHT:

The applicant seeks a variation from Paragraph 3-110C3 (Minimum Total Interior Side Yards) of the Village of La Grange Zoning Code. The applicants wish to decrease the minimum required total interior side yards from twelve feet to ten feet. SubParagraph 14-303E1 (a) (Authorized Variations) allows the reduction of any required yard setback. 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 March 20, 2014. Present were Commissioners Ian Brenson, Michael Finder, Jeff Hoffenberg, Peter O'Connor, and Chairperson Ellen Brewin presiding. Also present was Assistant Community Development Director Angela Mesaros and Village Trustee Liaison Bill Holder. Testimony was given under oath by the applicants. There were no objectors, no written objections filed to the proposed variation.

4-A.6

Chairperson Brewin swore in Raymond Topps, owner of the property at 842 S. Catherine Avenue, who presented the application and answered questions from the Commissioners:

- Raymond and Deborah Topps purchased the property in December, 2013. They wish to remodel the home. They are considering a second story addition if they are granted the requested variation for an attached garage.
- The existing detached garage is very difficult to access. The driveway is currently nine feet wide and there are four window wells on the driveway side. The previous owner has damaged the wall of the house due to the car wheel getting stuck in the window wells. In addition, only six feet six inches of driveway between the house and the garage is usable due to the location of a patio and an eight inch curb. Access to pull straight in the two car detached garage is possible only for one car.
- The attached garage as proposed is in character with the area as others in the neighborhood have similar attached garages.
- The Zoning Code was changed in 2007 in order to require that the total of the two interior yards be twelve feet whereas ten feet had been minimum since adoption of the Code.
- Mr. Topps is a builder. He does not wish to change the footprint of the house. The house and garage currently exceed maximum allowable building coverage. If the variation is approved, the new layout and remodel will conform to the 30% maximum building coverage. In addition, he would remove the driveway and create additional green space in the rear yard. They would add driveway to the front of the house for the attached garage. In all, they will remove 600 square feet of impervious surface and only add 200 square feet.
- The applicant believes that the hardship is that they cannot utilize the detached garage as built. The location of the house, garage and patio creates the difficulty. Other houses on their block predate the current Code and have the ten feet total side yards (five feet on each side). They do not propose new construction, but simply replacing a detached garage with an attached garage.
- The Zoning Code requires two parking spaces. This would allow two covered parking spaces. Mr. Topps believes that this would improve the house and fit within the character on the block. Any other remedy would be difficult to replace the garage and relocate and still meet the building and lot coverage requirements.

Chairperson Brewin solicited questions from the Commissioners:

- Commissioner Hoffenberg asked about drainage from the roof of the garage as proposed. The applicant stated that he does not have exact engineering plans at this time. However, as graded, the run off from the property is from back to front, (forward drainage) as the elevation on Kensington is higher than Catherine so the water drains to Catherine.
- Chairperson Brewin asked about the smaller sized garage that would work for two cars. Mr. Topps stated he could do a twenty by twenty feet garage. The design of the space at twenty-two feet was due to the spacing between the cars with dual doors which he feels looks aesthetically better.
- Commissioner O'Connor asked about other locations on the property. Answer: In the far corner, however, that would take up additional green space.
- Commissioner Finder asked if there was any other remedy such as locating the attached garage to the north by a couple feet to conform to the required seven foot yard. According to the applicant, this would affect the interior layout. They are planning to utilize the two existing steel supports inside, and he would not want to have to move those and to put in new supports.

Chairperson Brewin solicited questions and comments from the Audience

- There were no questions from the audience.

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:

The subject lot measures 50 feet wide by 123 feet depth, which is typical of single lots in the R-4 Single Family Residential District between Kensington and Madison Avenue, from 47th Street to 53rd Street, but slightly smaller than the average lot depth of 125 feet throughout the Village.

2. Not Self-Created:

The house and garage were constructed in 1967. The applicants purchased the property in December 2013 and have made no changes that would affect the garage, existing patio or driveway.

3. Denied Substantial Rights:

Several properties on the applicants' block have attached garages with total interior side yards of ten (10) feet as proposed. However, these houses predate the 2007 amendments to the Zoning Code.

4. Not Merely Special Privilege:

The applicants are seeking a 22 ft. by 21 ft. (462 sq. ft.) attached garage that does not protrude in front of the house.

5. Code and Plan Purposes:

The Zoning Code requires two parking spaces for each single family residence, and the Village does not allow overnight parking on the street. The requested variation would allow an attached garage in which to park two vehicles. However, the Code does not specify that the parking spaces be covered. The property currently has a two-car detached garage.

In 2007, the Village Board adopted amendments to the Code that included an increase in required side yards to establish a minimum total of 12 feet for both yards in order to achieve additional green space between properties, limit the appearance of bulk, and protect adjacent houses during new construction.

6. Essential Character of the Area:

According to the petitioner the granting of a variance would not adversely affect the character of the neighborhood. Rather it would be consistent with the predominate character of the area. The lots on the petitioner's block vary in width from 31 feet to 100 feet. The petitioner has identified several properties in the neighborhood that are 50 feet wide.

The applicants believe that the requested variation would not adversely affect the character of the neighborhood. They believe that a two-car attached garage is in character with the surrounding area. The proposed attached garage would create more green space and decrease impervious surface on the property. This proposal would also bring the property into compliance with the maximum building coverage requirements.

7. No Other Remedy:

The property has a two-car detached garage that, according to the applicants, is difficult to access in its current location. Due to the configuration and location of the house, the applicants do not feel that there would be adequate space to maneuver vehicles into a new detached garage at the same location. In addition, the property with the detached garage exceeds building coverage.

Other remedies include: (1) Construction of a new detached garage in the northwest corner of the property. However, the applicants do not feel that this would create better access, because the driveway would remain only nine feet wide. In addition, the property currently exceeds allowable building coverage. A new detached garage in a different location would require a variation from the building coverage requirements. This option would require additional paving and reduction of open space. (2) Construct the proposed attached garage so that it would meet the minimum required total side yards of 12 feet (seven feet from the property line). According to the applicants, this option is not possible because there is not enough space due to the configuration of the house.

V. FINDINGS AND RECOMMENDATION:

- Commissioner Hoffenberg stated that this case starts and finishes for him with the existing driveway, which is the narrowest he has seen. He believes this significantly affects the value of the house, especially with the raised curb on the south side and the window wells. He believes that this clearly meets every one of the standards.
- Commissioner Brenson stated that he believes that the problem with the driveway seems to be taking priority over the variation standards and he does not believe that this is a unique physical condition.
- Chairperson Brewin stated that she is struggling with the proposed garage size. The applicant said he would be willing to amend the application to a twenty-foot wide garage. However, his variation request would remain the same due to the difficulty of reconfiguring the entire remodel project.
- Commissioner O'Connor stated that he thinks it is positive that the property currently exceeds maximum allowable building coverage of 30%; however, with the variation, the property would comply with the Zoning Code.
- Trustee Liaison Bill Holder stated that he had questioned the size of the proposed garage. However, he believes that the garage size would only matter if the applicant were asking for a variation from allowable building coverage. As proposed, the property will comply with building coverage and therefore he does not think that the size of the garage should be restricted in this case.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Brenson and seconded by Commissioner O'Connor that the application submitted with ZBA Case #602 be amended to reduce the size to a twenty foot wide attached garage. This motion was withdrawn by Commissioner Brenson. After discussion among the Commissioners and clarification of the fact that the side yard would not change if the garage size were reduced. A

second motion to recommend the variation request as described in the Staff Report was made by Commissioner O'Connor and seconded by Commissioner Brenson.

Motion carried by a roll call vote (5/0/2).

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

Be it therefore resolved that the Zoning Board of Appeals recommend approval to the Village Board of Trustees approval of the variation from Paragraph 3-110C3 (Minimum Total Interior Side Yards) of the Village of La Grange Zoning Code to allow construction of an attached garage at 842 S. Catherine Avenue as described in the Staff report dated March 20, 2014.

Respectfully submitted:

Zoning Board of Appeals of the
Village of La Grange



BY: _____
Ellen Brewin, Chairperson

STAFF REPORT

CASE: ZBA #602 – Raymond and Deborah Topps – 842 S. Catherine Avenue –Total Interior Side Yards

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 applicants, Raymond and Deborah Topps, owners of the property at 842 S. Catherine Avenue wish to replace their 22.44 ft. by 20.45 ft. detached garage, currently located in the southwest corner of the rear yard. According to the applicants in its current configuration, the existing detached garage is difficult to access. Therefore, they are requesting demolition of the existing garage and replacement with a new 21 ft. by 22 ft. attached garage in the front of the house.

The interior side yard on the north side of the property is five feet, which meets the minimum requirement for interior side yard. However, in 2007, the Village adopted new regulations that established a minimum total of 12 feet for both side yards in order to protect neighboring properties from new construction activity. As proposed the new side yard would also be five feet from the property line. Therefore, the total of the two side yards would equal only ten feet, which would not meet the required minimum of 12 feet.

In order to construct the new attached garage, the applicants seek a variation from Paragraph 3-110C3 (Interior Side Yard) of the Zoning Code. Subparagraph 14-303E1 (a) (Authorized Variations) allows the reduction of any required yard setback. The requested variation falls within the authorized limits of the Zoning Code.

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."*

According to the applicant, access to the existing garage is difficult due to the location of the house on the lot. The house is located nine feet from the south property line, which is the minimum allowable for a driveway, with eighteen feet of space between the house and detached garage. The Village requires a minimum of 10 feet between principal and accessory structures. Although this property meets the minimum spacing requirement for driveway and detached garage, the applicants believe that this does not provide sufficient space, because of an existing patio on the property.

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 measures 50 feet wide by 123 feet depth, which is typical of single lots in the R-4 Single Family Residential District between Kensington and Madison Avenue, from 47th Street to 53rd Street, but slightly smaller than the average lot depth of 125 feet throughout the Village.

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."*

According to the applicants, the house and garage were constructed in 1967. They purchased the property in December 2013 and have made no changes that would affect the garage, existing patio or driveway.

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."*

Several properties on the applicants' block have attached garages with total interior side yards of ten (10) feet as proposed by the applicants. However, these houses predate the 2007 amendments to the Zoning Code

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 applicants are asking for a 22 ft. by 21 ft. (462 sq. ft) attached garage that does not protrude in front of the house.

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 parking spaces for each single family residence, and the Village does not allow overnight parking on the street. The requested variation would allow an attached garage in which to park two vehicles. However, the Code does not specify that the parking spaces be covered. The property currently has a two-car detached garage.

In 2007, the Village Board adopted amendments to the Code that included an increase in required side yards to establish a minimum total of 12 feet for both yards in order to achieve additional green space between properties, limit the appearance of bulk, and protect adjacent houses during new construction.

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

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

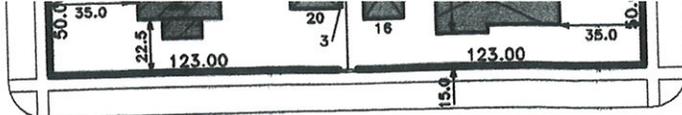
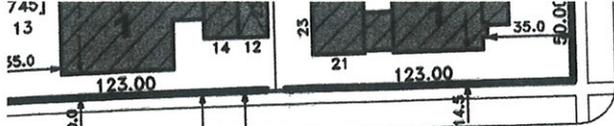
The applicants believe that the requested variation would not adversely affect the character of the neighborhood. They believe that a two-car attached garage is in character with the surrounding area. The proposed attached garage would create more green space and decrease impervious surface on the property. This proposal would also bring the property into compliance with the maximum building coverage requirements.

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

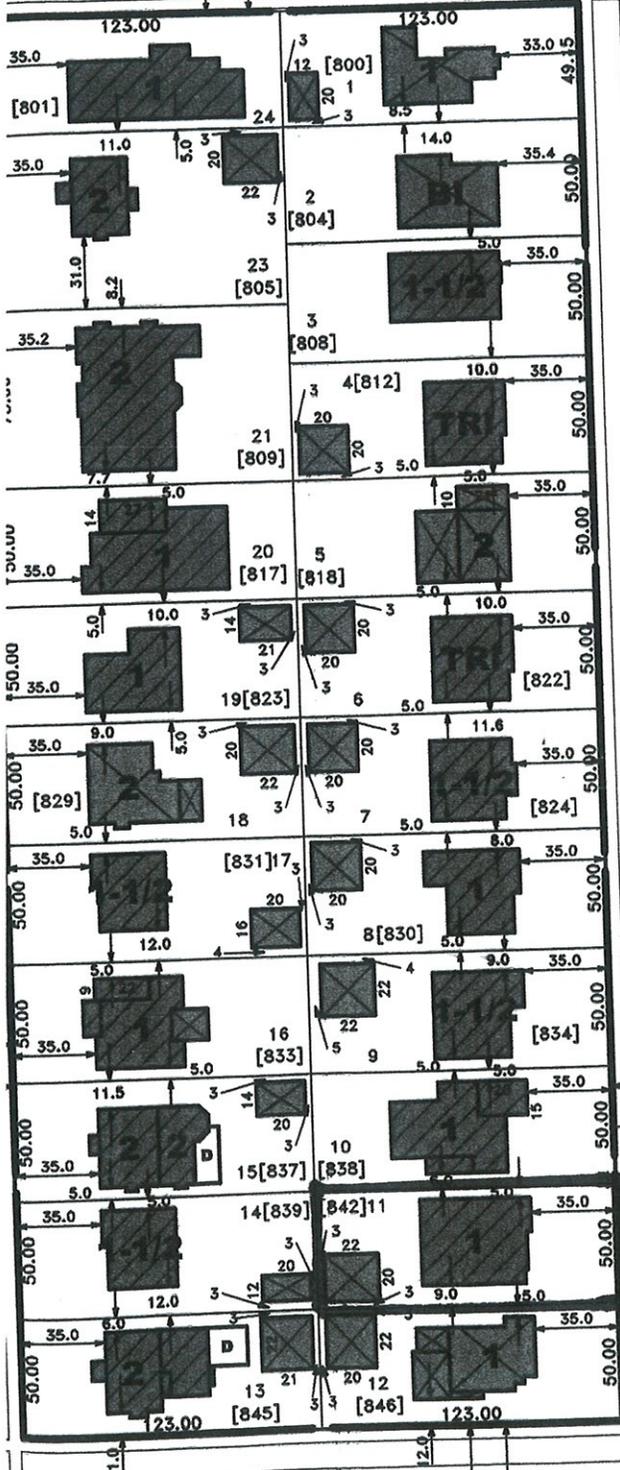
The property has a two-car detached garage that, according to the applicants, is difficult to access in its current location. Due to the configuration and location of the house, the applicants do not feel that there would be adequate space to maneuver vehicles into a new detached garage at the same location. In addition, the property with the detached garage exceeds building coverage.

Other remedies include: (1) Construction of a new detached garage in the northwest corner of the property. However, the applicants do not feel that this would create better access, because the driveway would remain only nine feet wide. In addition, the property currently exceeds allowable

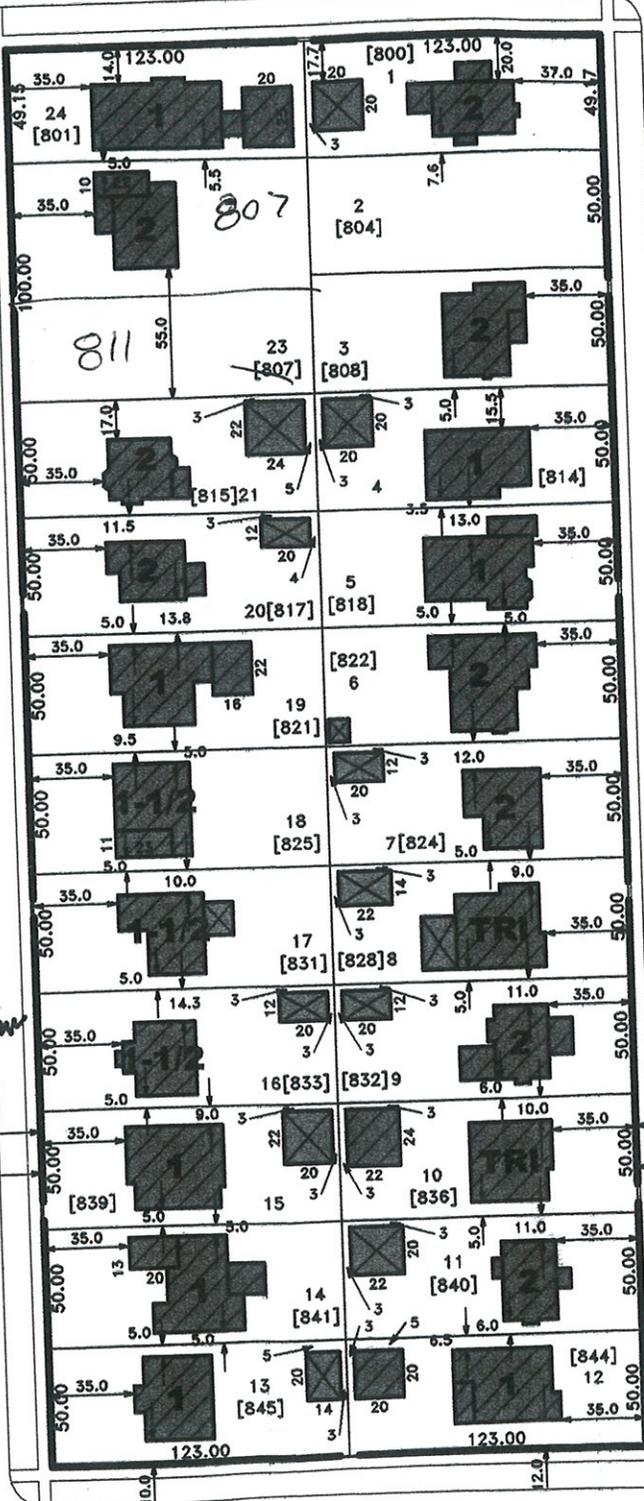
building coverage. A new detached garage in a different location would require a variation from the building coverage requirements. This option would require additional paving and reduction of open space. (2) Construct the proposed attached garage so that it would meet the minimum required total side yards of 12 feet (seven feet from the property line). According to the applicants, this option is not possible because there is not enough space due to the configuration of the house.



50TH

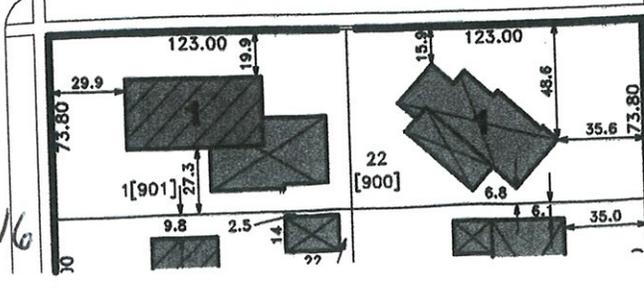
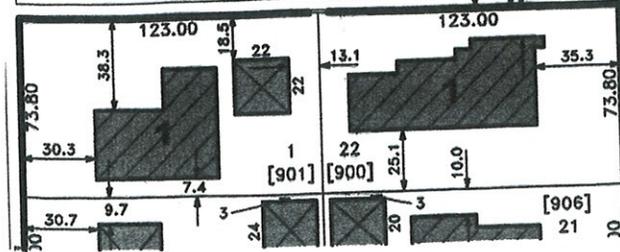


CATHERINE



ASHLAND

51ST



4-A-16

12	7	-027	50
	8	-026	50
	9	-021	50
	10	-022	50
	11	-023	50
	12	-024	50
	123		

18	-007	121	-019	50	
17	-008	11	8	-020	50
16	-009	9	-021	50	
15	-027	10	-022	50	
	-028				
14	-011	11	-023	50	
13	-012	12	-024	50	
	123		123		

18	-007	10	8	-019	50
17	-008	10	8	-020	50
16	-009	9	-021	50	
15	-010	10	-022	50	
14	-011	11	-023	50	
13	-012	12	-024	50	
	123		123		

	123			
1	1	-013	49.15	50
5	2	-014	50	50
	3	-015	50	50
6	4	-016	50	50
15	"A"	-017	50	50
16	128	-018	50	50
17	7	-019	50	50
18	13	8	-020	50
19	9	-021	50	50
20	10	-022	50	50
21	11	-023	50	50
22	12	-024	50	50
	123			

CATHERINE

842 S. Catherine

	123				
24	-001	1	-013	49.17	
23	-030	2	-025	50	
22	-029	3	-027	50	
21	-004	4	-016	50	
20	-005	"A"	-017	50	
19	-006	6	-018	50	
18	-007	129	7	-019	50
17	-008	14	8	-020	50
16	-009	9	-021	50	
15	-010	10	-022	50	
14	-011	11	-023	50	
13	-012	12	-024	50	
	123		123		

ASHLAND

50th ST

	123				
24	-001	1	-013	49.19	
23	-002	2	-014	50	
22	-003	3	-015	50	
21	-004	"A"	-016	50	
20	-005	5	-017	50	
19	-006	6	-018	50	
18	-007	130	-019	50	
17	-008	15	8	-020	50
16	-009	9	-021	50	
15	-010	10	-022	50	
14	-011	11	-023	50	
13	-012	12	-024	50	
	123		123		

51st ST

APPLICATION FOR ZONING VARIATION

Application #
Date Filed: 2/21
UARCO #
2313

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

(please type or print)

Application is hereby made by RAYMOND & DEBORAH TOPPS

Address: 842 CATHERINE Phone: 773-766-0243

Owner of property located at: 842 CATHERINE

Permanent Real Estate Index No: 18-09-128-023-0000

Present Zoning Classification: R-4 Present Use: SINGLE FAMILY RES.

Ordinance Provision for Variation from Article # 3-110 of Zoning Ordinance, to wit:

MINIMUM TOTAL BOTH YARDS 12 FEET

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

MINIMUM TOTAL BOTH YARDS 10 FEET

B. The purpose therefor, TO RELOCATE GARAGE TO FRONT OF PROPERTY AND ATTACH TO EXISTING HOUSE AS PER DRAWING.

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

TO ALLOW A 5 FOOT SIDE YARD ON EACH SIDE OF THE PROPERTY.

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

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

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

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

THERE IS A PRACTICAL DIFFICULTY TO ACCESS THIS CURRENT GARAGE. THE STANDARD RADIUS DOES NOT EXIST.

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

I SHOULD HAVE THE ABILITY TO HAVE ACCESSIBILITY TO MY ENTIRE GARAGE. CURRENTLY THAT IS NOT POSSIBLE

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

THE EXISTING GARAGE IS NOT FUNCTIONABLE AS A TWO CAR GARAGE

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

THE EXISTING BACK PATIO DOES NOT ALLOW THE EXISTING GARAGE TO FUNCTION AS SUCH.

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

THE PROBLEM ACCESSING THE GARAGE WAS NOT CREATED BY US. THE EXISTING NARROW DRIVEWAY AS WELL AS THE ~~THE~~ LOCATION OF THE HOUSE & PATIO WERE CREATED BY SOMEONE ELSE. WE SEEK TO CORRECT THIS PROBLEM WITH THE MOST PRACTICABLE SOLUTION AVAILABLE TO US WITHIN THE GUIDELINES SET FORTH BY THE VILLAGE.

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

THE PROXIMITY OF THE BACK PATIO & LOCATION OF GARAGE PREVENTS ITS ENTIRE USE. ACCESS TO YOUR ENTIRE GARAGE IS A RIGHT EVERY HOME OWNE SHOULD HAVE. I DID NOT CREATE THIS PROBLEM. I WOULD LIKE TO PROPERLY CORRECT IT.

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

I BELIEVE THAT I AM ENTITLED TO A PROPERLY FUNCTIONING TWO CAR GARAGE.

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

THE NEW GARAGE LOCATION WILL NOT IMPACT THE NEIGHBOR IN ANY WAY NOT ALREADY ACCEPTED BY THIS VILLAGE. THE REQUESTED 5' SIDE YARD IS COMMON THROUGHOUT THIS AREA. MOVING THE GARAGE ALSO BRINGS THE BUILDING INTO CURRENT F.A.R. STATUS. RELOCATING THE GARAGE SOMEWHERE ELSE IN THE BACKYARD DOES NOT CONFORM TO YOUR CURRENT F.A.R. STATUS

4-A.20

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

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

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property. *UNDER THE CURRENT CODES. MOVING THE GARAGE TO THE FRONT BRINGS THE ENTIRE PROJECT TO A MORE ACCEPTABLE SOLUTION. BY YOUR OWN CODES, I CANNOT MOVE THE GARAGE ANYWHERE ELSE.*

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

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

If possible, please submit electronic copies of plans.

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

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

- (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.

<i>Raymond J. [Signature]</i>		842 CATHERINE
(Signature of Owner or Contract Purchaser)		(Address)
LA GRANGE	IL.	60525
(City)	(State)	(Zip Code)

Subscribed and sworn to before me this 21st day of February, 2014.

Sylvia Gonzalez
 (Notary Public) (Seal)



Enclosures:



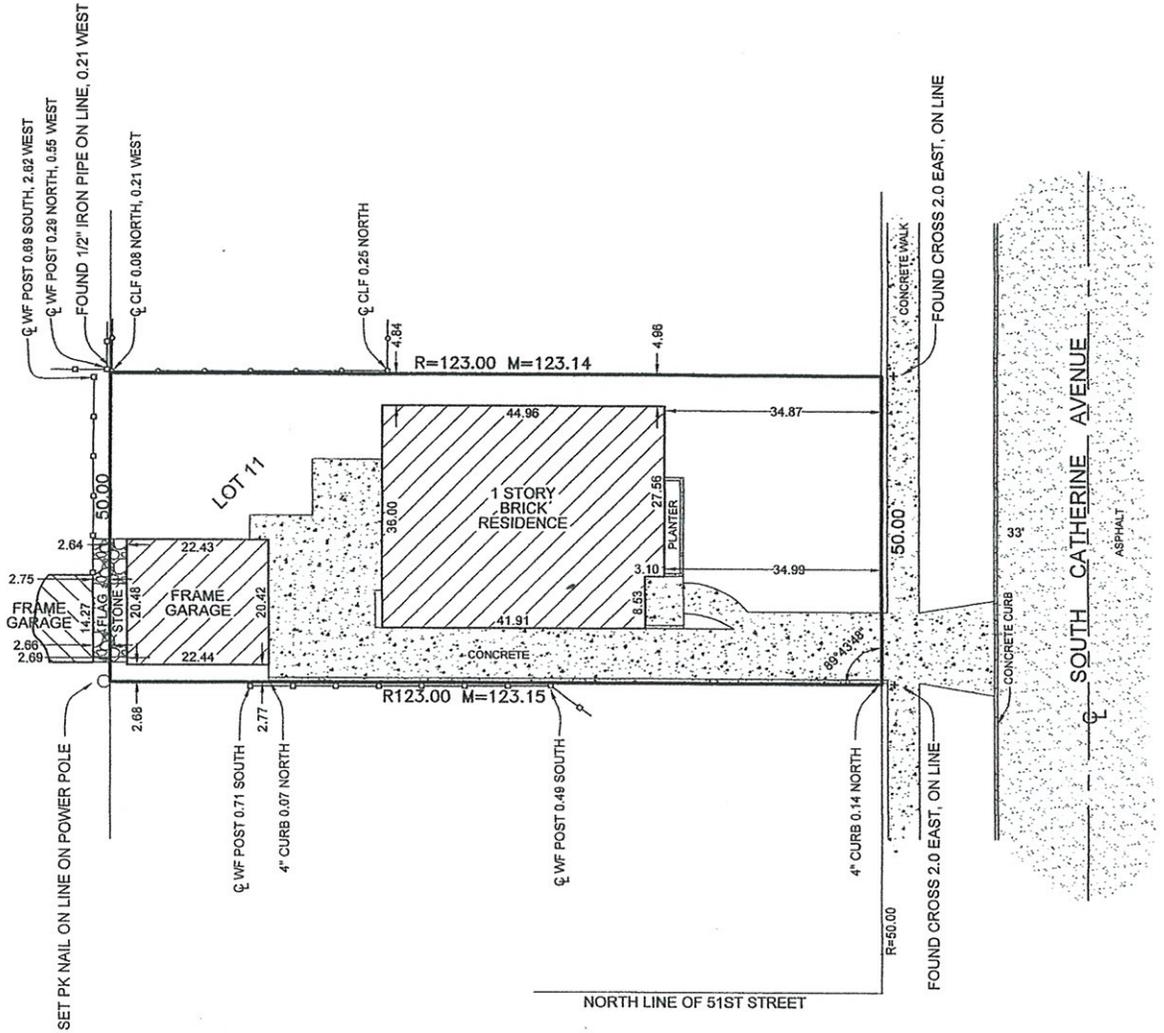
• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 11 IN BLOCK 13 IN COUNTRYCLUB ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 842 SOUTH CATHERINE AVENUE, LAGRANGE.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: NOVEMBER 30TH, 2013.

BUILDING LOCATED: NOVEMBER 30TH, 2013.

ORDERED BY: TOPPS DEVELOPMENT INC.

PLAT NUMBER: 132509

SCALE: 1" = 20'

LEGEND

- M. = MEASURED DIMENSION
- R. = RECORDED DIMENSION
- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- C. = CENTER LINE
- C.L.F. = CHAIN LINK FENCE
- W.F. = WOOD FENCE
- V.F. = VINYL FENCE
- I.F. = IRON FENCE

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

LOT AREA: 6,157 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

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

BY: *Russell W. Schomig*
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



4-A.23

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **ORDINANCE – REPLACING CLASS A-1 LIQUOR LICENSE FOR
A-2 LICENSE, LUCCA’S PIZZERIA, 106-108 W. BURLINGTON
AVENUE**

The Village recently received an application for a Class A-2 Restaurant liquor license from Lucca’s Pizzeria, Inc., at 108 West Burlington Avenue. Lucca’s is expanding its business into the abutting space at 106 West Burlington. A Class A-2 license authorizes the licensee to sell at retail and serve alcoholic liquor for consumption in the restaurant’s dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises. Notably, Class A-2 license applicants and license holders must prove to the satisfaction of the Village that more than 60 percent of the gross annual revenue of the dining establishment has resulted from the sale of food.

Under a Class A-2 license, liquor may be served in the bar and lounge areas and in the general seating area. This license also authorizes the licensee to allow customers to carry in their own beer and wine to be consumed within the licensed premises, but only in conjunction with the service of a meal.

Lucca’s currently holds a Class A-1 liquor license for the 108 West Burlington space, so the Class A-2 license will replace the Class A-1 license. The applicants have held the Class A-1 license since 2001 and have not had any liquor related incidents.

On Monday, April 14, 2014, the Liquor Commission met to review the application submitted by Lucca’s. Prior to that meeting the Village had completed a background investigation that did not produce any information which would preclude the issuance of a liquor license. It is the recommendation of the Liquor Commission that (a) the Village Board of Trustees create a new Class A-2 Liquor License and (b) that the Liquor Commissioner issue that license to Lucca’s Pizzeria, Inc., located at 106-108 West Burlington. (A copy of the minutes from that meeting is attached.)

Attached for your consideration is a proposed ordinance creating a Class A-2 liquor license. Also attached is the list of current liquor license holders by classification. If the ordinance is approved, the Liquor Commissioner intends to issue the new license to Lucca's Pizzeria Inc. The new license will replace Lucca's current Class A-1 liquor license, so the total number of liquor licenses within the Village will remain the same.

We recommend that the ordinance be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14- _____

AN ORDINANCE CREATING
A CLASS A-2 RESTAURANT LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances includes a category of liquor licenses known as a Class A-2 Restaurant License; and

WHEREAS, the Class A-2 license authorizes the licensee (a) to sell at retail and serve alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal and also in a bar or lounge area of the licensed premises, (b) to allow consumption of bring-your-own beer and wine in conjunction with a meal, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold under certain conditions; and

WHEREAS, the Village of La Grange received an application for a Class A-2 license from Lucca's Pizzeria, Inc. at 106-108 West Burlington Avenue; and

WHEREAS, Lucca's Pizzeria, Inc. currently is located at 108 West Burlington Avenue and holds a Class A-1 Liquor License, which does not allow the service of alcoholic liquor in a bar or lounge area; and

WHEREAS, as Lucca's Pizzeria, Inc. concludes its expansion into the 106 West Burlington Space, it seeks the Class A-2 license so that it may serve alcoholic liquor in newly created bar and lounge space, and

WHEREAS, the La Grange Liquor Commission has recommended creation of the new Class A-2 license, and the La Grange Liquor Commissioner has indicated his intention to issue a Class A-2 license to Lucca's Pizzeria, Inc. if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class A-2 license be created for Lucca's Pizzeria, Inc.;

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. Creation of New Class A-2 Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the

La Grange Code of Ordinances, hereby increases the number of Class A-2 Liquor Licenses by one additional license. That new license will be added to the record of outstanding and/or available licenses which is kept in the office of the Village Clerk.

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

PASSED this ____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2014.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

53 South La Grange Road
First Floor Conference Room
La Grange, IL 60525

Monday, April 14, 2014 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

The special meeting of the La Grange Liquor Commission was called to order at 6:34 p.m. by Liquor Commissioner Tom Livingston.

Present and constituting a quorum: Liquor Commissioner Tom Livingston, Commissioner Mark Langan and Commissioner Mark Kuchler

Absent: None

Also present: Village Manager, Robert Pilipiszyn, Assistant Village Manager Andrianna Peterson, Village Attorney Mark Burkland, and Kristen Pedicini, Reporter Suburban Life

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston to approve the minutes of October 21, 2013, as submitted. The motion carried on a voice vote.

3. Liquor License Request – 7-Eleven, Inc.

Commissioner Livingston asked for introductions of the applicants and Commission members. Individuals representing the applicants included Mr. Marcello Reyes, District Manager; Craig Howell, Store Manager; and Sue Swanson, licensing consultant. Assistant Village Manager Andrianna Peterson introduced the application from 7-Eleven and noted that the corporate office of 7-Eleven is assuming ownership of a previous franchise.

Commissioner Kuchler asked how long it would remain under corporate ownership and Mr. Reyes responded that normally is three to six months. Mr. Reyes indicated that they will be actively seeking a franchise owner.

Commissioner Kuchler asked if there were any policy changes related to liquor sales and / or the cost of liquor while it is under corporate ownership. Mr. Reyes indicated that 7-Eleven operates the same whether it is a corporate or franchise store. 7-Eleven has high standards and provides internal liquor and tobacco training to all of their employees.

Commissioner Kuchler inquired about the reason for the change to a corporate store and Mr. Reyes responded that the previous franchisee provided short notice that they no longer wanted to operate.

Commissioner Langan inquired about the liquor manager and whether he was a part of the corporate group. Mr. Howell noted that he is a corporate employee and that he would be leaving once a franchisee is determined. Training for new employees would be provided through the corporate training program.

Commissioner Livingston expressed his appreciation of 7-Eleven's continued investment in the Village.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class B Liquor License and (b) that the Liquor Commissioner issue that license to the corporate owners of 7-Eleven at 6 East 47th Street.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on April 28, 2014.

4. Liquor License Request – Lucca's Pizzeria, Inc.

Commissioner Livingston asked the applicants to introduce themselves. Ken and Kim Heimke, owners of Lucca's and their new liquor manager Michael Brockob were in attendance.

Ms. Peterson provided an overview of the application which includes expanding the current business into an adjacent space in order to include additional seating as well as a full bar.

Commissioner Kuchler inquired about the expanded kitchen facilities. Mr. Heimke indicated that the larger kitchen will have new equipment thus enabling them to serve more patrons.

Commissioner Kuchler inquired about the percentage of pick-up orders versus delivery. Mr. Heimke responded that the percentage of patrons who pick-up, request delivery, and eat in is currently equally divided. Mr. Heimke feels that with the expansion more patrons will initially dine in.

Mr. Heimke noted the new restaurant would have a hostess area and additional raised seating. Mr. Heimke also indicated that he was considering the sale of packaged beer and wine. Ms. Peterson verified that the liquor license classification does not allow for sales of carry-out liquor. Patrons are only allowed to purchase a bottle of wine to take home if they have just dined at the establishment.

Village Attorney Burkland explained that liquor ordinances are actively reviewed and analyzed by staff and the Liquor Commission. When considering amendments to the Code, the Commission must consider all sides of how a change could impact the community. Commission

members generally indicated a willingness to consider the matter further in the future.

Commissioner Kuchler inquired when the renovation would be completed and Mr. Heimke responded possibly by the first of June.

Commissioner Livingston expressed his appreciation for the opportunity for the Village to talk to business owners investing in La Grange.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class A-2 Liquor License and (b) that the Liquor Commissioner issue that license to Lucca's Pizzeria.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on April 28, 2014.

5. Other Business

None.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 6:59 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

LIQUOR LICENSE HOLDERS - 2013-14

NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11

<u>Class A-1 (\$500)</u>	<u>Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Lucca's Pizzeria	108 West Burlington Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Smashburger	1 N. La Grange Road, #A
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington
<u>Class A-2 (\$2,000)</u>	<u>Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Magic Wok	23 West Harris Avenue
Marconi's	15 Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 S. La Grange Road
<u>Class A-3 (\$1,250)</u>	<u>Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.</u>
Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
El Picante Mexican Grill, Inc.	50A South La Grange Road
Prasino	93 South La Grange Road
<u>Class B (\$500)</u>	<u>General retail sales of beer and wine incidental to other sales.</u>
DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 N. La Grange Road
Walgreens	2 N. La Grange Road

Class H (\$100)

Bring your own beer and wine other (in meal preparation services stores; in crafts-making stores; in retail stores having a private event or a structured instruction class).

Ceramic Art Café
Bottle & Bottega

26 S. La Grange Road
1 W. Harris Avenue

H:\eelder\ellie\Liquor\LIQLIST13.doc
07/17/13

4-B.9

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **ORDINANCE - CREATING A CLASS B LIQUOR LICENSE,
7-ELEVEN, 6 EAST 47th STREET**

The Village recently received an application for a Class B Liquor License from 7-Eleven, Inc. for the 7-Eleven located at 6 East 47th Street. It should be noted that this business has held a Class B Liquor License since 2001, however the corporate office is assuming ownership of a previous franchisee.

A Class B retail sales liquor license authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises.

The Liquor Commission met on April 14, 2014 to review 7-Eleven's application. Prior to that meeting, the Village had conducted a background investigation of the store manager, which did not produce any information that would preclude the issuance of a liquor license. The Liquor Commission recommended that the Village Board create a Class B license and that the Liquor Commissioner grant that new license to 7-Eleven, Inc. (A copy of the minutes from that meeting is attached for your reference.) This license will replace 7-Eleven's current Class B license. The total number of liquor licenses in the Village remains unchanged.

Attached for your consideration is a proposed ordinance creating an additional Class B General Retail Sales License for 7-Eleven, Inc. Also attached for your information is the list of current liquor license holders by classification.

We recommend that the proposed ordinance be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-14- _____

AN ORDINANCE CREATING AN ADDITIONAL
CLASS B GENERAL RETAIL SALES LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances provides for a category of liquor license known as a Class B General Retail Sales License; and

WHEREAS, the Class B Retail Sales License authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises; and

WHEREAS, the Village received an application for a Class B license from 7-Eleven, Inc. for the 7-Eleven store at 6 East 47th Street; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class B license, and the La Grange Liquor Commissioner has indicated her intention to grant a Class B license for the 7-Eleven store if the Board of Trustees creates that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a new Class B license be created for the 7-Eleven store;

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. Creation of New Class B Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the La Grange Code of Ordinances, hereby increased the number of Class B Liquor Licenses by one additional license. That new license will be added to the record of outstanding and/or available licenses which is kept in the office of the Village Clerk.

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

PASSED this 28th day of April 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 28th day of April 2014.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

LA GRANGE LIQUOR COMMISSION
SPECIAL MEETING

53 South La Grange Road
First Floor Conference Room
La Grange, IL 60525

Monday, April 14, 2014 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

The special meeting of the La Grange Liquor Commission was called to order at 6:34 p.m. by Liquor Commissioner Tom Livingston.

Present and constituting a quorum: Liquor Commissioner Tom Livingston, Commissioner Mark Langan and Commissioner Mark Kuchler

Absent: None

Also present: Village Manager, Robert Pilipiszyn, Assistant Village Manager Andrianna Peterson, Village Attorney Mark Burkland, and Kristen Pedicini, Reporter Suburban Life

2. Approval of the Minutes

It was moved by Commissioner Kuchler and seconded by Commissioner Livingston to approve the minutes of October 21, 2013, as submitted. The motion carried on a voice vote.

3. Liquor License Request – 7-Eleven, Inc.

Commissioner Livingston asked for introductions of the applicants and Commission members. Individuals representing the applicants included Mr. Marcello Reyes, District Manager; Craig Howell, Store Manager; and Sue Swanson, licensing consultant. Assistant Village Manager Andrianna Peterson introduced the application from 7-Eleven and noted that the corporate office of 7-Eleven is assuming ownership of a previous franchise.

Commissioner Kuchler asked how long it would remain under corporate ownership and Mr. Reyes responded that normally is three to six months. Mr. Reyes indicated that they will be actively seeking a franchise owner.

Commissioner Kuchler asked if there were any policy changes related to liquor sales and / or the cost of liquor while it is under corporate ownership. Mr. Reyes indicated that 7-Eleven operates the same whether it is a corporate or franchise store. 7-Eleven has high standards and provides internal liquor and tobacco training to all of their employees.

Commissioner Kuchler inquired about the reason for the change to a corporate store and Mr. Reyes responded that the previous franchisee provided short notice that they no longer wanted to operate.

Commissioner Langan inquired about the liquor manager and whether he was a part of the corporate group. Mr. Howell noted that he is a corporate employee and that he would be leaving once a franchisee is determined. Training for new employees would be provided through the corporate training program.

Commissioner Livingston expressed his appreciation of 7-Eleven's continued investment in the Village.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class B Liquor License and (b) that the Liquor Commissioner issue that license to the corporate owners of 7-Eleven at 6 East 47th Street.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on April 28, 2014.

4. Liquor License Request – Lucca's Pizzeria, Inc.

Commissioner Livingston asked the applicants to introduce themselves. Ken and Kim Heimke, owners of Lucca's and their new liquor manager Michael Brockob were in attendance.

Ms. Peterson provided an overview of the application which includes expanding the current business into an adjacent space in order to include additional seating as well as a full bar.

Commissioner Kuchler inquired about the expanded kitchen facilities. Mr. Heimke indicated that the larger kitchen will have new equipment thus enabling them to serve more patrons.

Commissioner Kuchler inquired about the percentage of pick-up orders versus delivery. Mr. Heimke responded that the percentage of patrons who pick-up, request delivery, and eat in is currently equally divided. Mr. Heimke feels that with the expansion more patrons will initially dine in.

Mr. Heimke noted the new restaurant would have a hostess area and additional raised seating. Mr. Heimke also indicated that he was considering the sale of packaged beer and wine. Ms. Peterson verified that the liquor license classification does not allow for sales of carry-out liquor. Patrons are only allowed to purchase a bottle of wine to take home if they have just dined at the establishment.

Village Attorney Burkland explained that liquor ordinances are actively reviewed and analyzed by staff and the Liquor Commission. When considering amendments to the Code, the Commission must consider all sides of how a change could impact the community. Commission

members generally indicated a willingness to consider the matter further in the future.

Commissioner Kuchler inquired when the renovation would be completed and Mr. Heimke responded possibly by the first of June.

Commissioner Livingston expressed his appreciation for the opportunity for the Village to talk to business owners investing in La Grange.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend (a) that the Village Board of Trustees create one new Class A-2 Liquor License and (b) that the Liquor Commissioner issue that license to Lucca's Pizzeria.

Commissioner Livingston stated that the recommendation would be made to the Village Board at its next regularly scheduled meeting on April 28, 2014.

5. Other Business

None.

6. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 6:59 p.m.

Submitted by:
Andrianna Peterson
Assistant Village Manager

Date Approved:

LIQUOR LICENSE HOLDERS - 2013-14

NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11

Class A-1 (\$500)

Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 W. Harris Avenue
Grapevine	9 West Hillgrove Avenue
Lucca's Pizzeria	108 West Burlington Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 S. La Grange Road
Smashburger	1 N. La Grange Road, #A
Sushi House	120 B West Calendar
Wild Monk	88 S. La Grange Road
Yau's Place	110 W. Burlington

Class A-2 (\$2,000)

Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 W. Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Magic Wok	23 West Harris Avenue
Marconi's	15 Calendar Avenue
Nicksons	30 S. La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 W. Calendar Avenue
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 S. La Grange Road

Class A-3 (\$1,250)

Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 N. North La Grange Road
El Picante Mexican Grill, Inc.	50A South La Grange Road
Prasino	93 South La Grange Road

Class B (\$500)

General retail sales of beer and wine incidental to other sales.

DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 N. La Grange Road
Walgreens	2 N. La Grange Road

<u>Class C-1</u> (\$1,000)	<u>Food boutique allows sales of wine in its original package & sales of wine by the glass; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-2</u> (\$1,000)	<u>Wine boutique allows sales of wine and beer in its original package & sales of wine by the glass.</u> Vino e Birra, Inc. 18 W. Burlington Avenue
<u>Class C-3</u> (\$500)	<u>Retail cabaret for a retail store that also has a cabaret limited to four events per month; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class C-4</u> (\$500)	<u>Movie theater allows sales and service of alcoholic beverages at public or private events; providing that more than 50% of the revenue is from the sale of goods other than liquor.</u> None
<u>Class D-1</u> (\$150)	<u>Tasting license grocery store (must hold a Class B general retail sales).</u> Trader Joe's 25 N. La Grange Road
<u>Class D-2</u> (\$150)	<u>Tasting license retail store (must hold a Class B general retail sales).</u> None
<u>Class D-3</u> (\$150)	<u>Tasting and Wine Club Event (must hold a Class A-1, A-2, or A-3 Restaurant)</u> Bacino's 36 South La Grange Road
<u>Class F-1</u> (\$500)	<u>Fraternal club allows sales and service of alcoholic beverages and bring-your-own beer and wine.</u> American Legion 900 South La Grange Road
<u>Class F-2</u> (\$100)	<u>Private membership organization authorizes only service of alcoholic beverages and bring-your-own beer and wine at private events; limited to 4 private events in a calendar year, excluding bring-your-own events.</u> La Grange Field Club 1314 W. 47 th Street
<u>Class G-1</u> (\$500)	<u>General caterer license authorizes the service of alcohol as a part of a catering business that maintains a business facility within the Village providing that more than 60% of the revenue is from the sale of food.</u> La Belle Gourmet, Ltd. 14 - 16 West Calendar Avenue Palmer Place 56 South La Grange Road
<u>Class H</u> (\$250)	<u>Bring your own beer and wine restaurants (without Class A License).</u> None

Class H (\$100)

Bring your own beer and wine other (in meal preparation services stores; in crafts-making stores; in retail stores having a private event or a structured instruction class).

Ceramic Art Café
Bottle & Bottega

26 S. La Grange Road
1 W. Harris Avenue

H:\eelder\ellie\Liquor\LIQLIST13.doc
07/17/13

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **PROFESSIONAL SERVICES AGREEMENT -
TRAFFIC ENGINEERING SERVICES**

The Village relies on consulting engineering firms to provide professional engineering services required for capital improvement projects, development review, traffic engineering and other miscellaneous engineering tasks. By utilizing outside engineering firms the Village is able to better manage project costs, reduce internal staffing requirements, access engineering specialists, and provide staffing for capital improvement projects on an as needed basis.

In 2009 the Village entered into a task order agreement with KLOA, Inc. for traffic engineering services based on their expertise and familiarity with the Village. This agreement was extended several times and is set to expire on May 1, 2014.

Since the initiation of the task order contract with KLOA in 2009, a number of capital improvement projects, development reviews and other miscellaneous tasks have been successfully completed. The following is a partial list of the projects that have been assigned to KLOA to date:

1. Crosswalk Safety Enhancements – 47th Street Adjoining Waiola Park
2. Crosswalk Safety Enhancements – La Grange Road and 52nd Street
3. Crosswalk Safety Enhancements – 47th Street and 9th Avenue
4. Pedestrian Push Button Relocation Project – La Grange Road
5. Gilbert Avenue Traffic Study
6. Gurrie Middle School Sign/Crosswalk Plan
7. Willow Springs Road Traffic Signal and Pedestrian Safety Enhancements
8. YMCA Redevelopment Project

The scope of work for each of these projects varies, but generally centers on traffic engineering, and plan preparation. KLOA has proven to be a technically capable and diverse organization with sufficient resources and staff to address the needs of the Village. Their understanding of the Village, IDOT and other state and federal

Professional Services Agreement – Traffic Engineering Services
Board Report – April 28, 2014

organizations processes has been valuable to the Village.

Village staff recommends executing a new two year task order agreement with KLOA, Inc. based on their expertise in traffic engineering, past performance and familiarity with the Village. Individual task orders under the master task order agreement would be approved separately as per the Village purchasing guidelines. The proposed contract is attached to for your reference.

Master Contract
Between The Village Of La Grange
And KLOA, Inc.
For Engineering Services

Master Contract
Between The Village Of La Grange
And KLOA, Inc.
For Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	2
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	3
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 Village Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....11

8.1 Master Contract is At-Will.....11

8.2 Termination by Village for Breach.....11

8.3 Village Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....12

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens.12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials.12
- 9.6 Intellectual Property.....13
- 9.7 Confidential Information.13
- 9.8 Ownership of Data and Documents.13
- 9.9 Copyrights and Patents.13
- 9.10 Notices.14
- 9.11 No Waiver by Village.14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms.14
- 9.14 Assignments.....14
- 9.15 Amendments.14
- 9.16 Governing Law.14
- 9.17 Compliance with Laws, Grant Regulations.15
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion.15

Master Contract
Between The Village Of La Grange
And KLOA, Inc.
For Engineering Services

This contract (the "*Master Contract*") is dated as of **April 28, 2014** (the "*Effective Date*") and is by and between the Village of La Grange (the "*Village*") and KLOA, Inc. (the "*Consultant*").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the Village from time to time as set forth in written task orders issued by the Village on a project-by-project basis (the "*Services*"), provided, however, that any task order in an amount exceeding \$10,000 must be approved by the Village Board. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a "*Task Order*") and in final form acceptable to the Village and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a "*Project*").

1.3 Project Time. Each Task Order will include a time schedule for the Project (a "*Project Schedule*") including without limitation a date for completion of the Project (the "*Project Completion Date*").

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on May 1, 2016 unless terminated earlier pursuant to Article 8 of this Master Contract (the "*Term*"). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the Village in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an "*Extended Term*"). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the Village, and the Village has no duty or obligation to award Projects to the Consultant. Also, the Village may enter into master contracts with other consultants, pursuant to which the Village may award work from time to time at the Village's discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the Village will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the Village will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the Village, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The Village may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the Village of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the Village if the Village does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The Village will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the Village by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the Village may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the Village for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the Village made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the Village, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the Village's remedies set forth in Section 8.3 of this Master Contract. The Village will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the Village's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The Village will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the Village. The Village will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the Village, at the office of the Consultant during normal business hours during the

Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the Village at the Village's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the Village, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers, so long as that notice of the defects is given by the Village to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the Village has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be

construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 Village Responsibilities. Except as provided in this Master Contract or in a Task Order, the Village, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the Village's representative on each Project. In the absence of a written designation, the Village's representative will be the Village's Director of Public Works. The Village's representative will have the authority to act on behalf of the Village as provided in a Task Order, except on matters that require approval of the Village's Board of Trustees.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the Village's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the Village in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the Village to protect the Village's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the Village to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The Village, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The Village, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a "Task Change Order") provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the Village Board. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the Village in writing if the Consultant desires a revision to the Task Change Order (a "Revision Notice"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the Village agrees to any revision, then the Village will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the Village and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by Village pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the Village and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or

fully included, in a Task Change Order, then the Consultant may submit to the Village a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the Village in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the "*Delay Period*"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the Village and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The Village and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the Village or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the Village and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the Village and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the Village and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the Village and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the Village and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the Village by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the Village, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the Village with certificates of insurance naming the Village and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and in any event must be received and approved by the Village before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The Village reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the Village's request, defend the Village and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its

employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the Village; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the Village.

6.2 Notice of Claim to Consultant. The Village must provide notice of a Claim to the Consultant within 10 business days after the Village acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the Village may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the Village.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the Village and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. If the Village terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by Village for Breach. The Village at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the Village may agree, in the Village's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 Village Remedies. If the Village terminates this Master Contract or any Task Order for Breach by the Consultant, then the Village will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The Village may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach.

(b) The Village may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach. In that event, the Village will pay any excess funds to the Consultant, if any, after all of the Village's costs are reimbursed or paid. If the Compensation withheld by the Village is insufficient to reimburse the Village for, or pay, all costs, then the Village will has the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the Village for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the Village under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within 10 days after that written notice or

such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the Village, except that no such termination will become effective until after the Consultant has completed, and the Village has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the Village.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the Village. The Consultant must direct inquiries from governmental regulatory agencies to the Village for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the Village to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the Village with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the Village.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a

Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (a) procure for the Village the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the Village and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the Village's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the Village. The Consultant must promptly deliver all Data to the Village at the Village's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the Village and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the Village. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the Village. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the Village and agrees to assist the Village in perfecting the same at the Village's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:
Village of La Grange
Public Works Department
320 East Avenue
La Grange, Illinois 60525
Attn: Public Works Director

with a copy to:
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attn: Village Manager

If to the Consultant:
KLOA, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, IL 60018
Attn: Mr. Luay Aboona

with a copy to:
KLOA, Inc.
9575 W. Higgins Rd., Suite 400
Rosemont, IL 60018
Attn: Mr. Eric Russell

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the Village.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the Village. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the Village.

9.15 Amendments. This Master Contract may be amended only in writing executed by the Village and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be

governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the Village and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

VILLAGE OF LA GRANGE

KLOA, Inc.

By: _____

By: _____

Name: Thomas E. Livingston

Name: _____

Title: Village President

Title: _____

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20__ between the Village of La Grange (the "Village") and _____ (the "Consultant"), the Parties agree to the following Task Number ___:

1. Contracted Services:

_____.

2. Project Schedule (attach schedule if appropriate):

_____.

3. Project Completion Date:

All Contracted Services must be completed on or before

_____.

4. Project Specific Pricing (if applicable):

_____.

5. Additional Changes to the Master Contract (if applicable):

_____.

All other terms and conditions remain unchanged.

[signature page follows]

VILLAGE

CONSULTANT

Signature
Director of Public Works

Signature

Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

If greater than, \$2,000, the Village Manager's signature is required.

Signature
Village Manager

_____, 20____
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

Signature
Village President

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

KENIG, LINDGREN, O'HARA, ABOONA, INC.

Schedule of Hourly Rates (IDOT Formula) for Staff Personnel for 2014¹

	<u>Hourly Rate Range</u>
Principals	\$ 160 - \$220
Senior Consultants	\$ 120 - \$135
Consultants	\$ 70 - \$ 85
Designers and Technicians	\$ 50 - \$ 70
Clerical and Other Support Staff	\$ 35 - \$ 50

¹2014 fees are calculated based on IDOT formula and IDOT approved overhead rates.

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER _____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the Village of La Grange (the "Village") and _____ (the "Consultant"), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____.

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

[signature page follows]

4-10, 24

VILLAGE

CONSULTANT

Signature
Director of Public Works

Signature

Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$2,000, then the Village Manager's signature is required.

Signature
Village Manager

_____, 20____
Date

If compensation greater than \$10,000, then the Village's Board of Trustees must approve the Task Change Order in advance and the Village President's signature is required.

Signature
Village President

_____, 20____
Date

#10250753_v1

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY / MISCELLANEOUS
PERSONAL PROPERTY**

The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited, or of no further evidentiary value. As the Police Department currently has a number of such items, it would be appropriate at this time to dispose of these items as surplus property.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. All unclaimed/recovered property is disposed of in compliance with the Illinois State Statutes, which requires property to be held for at least six (6) months and after all reasonable efforts have been made to return the property to the rightful owner.

This property disposal request consists of one hundred thirty five (135) miscellaneous items of personal property and evidence that have been held for various reasons over the years by the Police Department. All statute of limitations have expired and/or sentences have been completed for the related evidence in the appendix. Other property included in the appendix has no known owner, was turned in for destruction by the owner, or the owner has failed to respond to the Department's attempts to return their property. The attached list details an inventory of property to be destroyed upon approval by the Village Board.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the items as per the attached ordinance.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

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

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

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

PASSED this ____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2014.

By: _____
Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-E.1

	CASE #	OFFENSE	DATE	EXP DATE	ITEM#	DESCRIPTION	DISPO
1	2014-03653	Turned in Prop	03/31/14	10/01/14	1	Shotgun Shells	Prep For Dest
2	03-6-56	Theft	06/12/03	06/12/06	1	Window Screen	Prep For Dest
3					1A	Latent Lift	Prep For Dest
4					3	Latent Lift	Prep For Dest
5					7	Latent Lift	Prep For Dest
6					8	Latent Lift	Prep For Dest
7					9	Latent Lift	Prep For Dest
8					11	Pop-Tart Wrapper	Prep For Dest
9					12	Elim Prints	Prep For Dest
10	04-12-25	CDP	03/31/04	09/31/05	1-12	Spray Paint Cans	Prep For Dest
11					13-15	Spray Paint Valves	Prep For Dest
12					16	Drawings	Prep For Dest
13					17	Backpack	Prep For Dest
14					18	Receipt	Prep For Dest
15					19	Paint Marker	Prep For Dest
16	N69577	Susp Activity	02/29/96	08/29/97	1	(2) Mini Cassette Tapes	Prep For Dest
17	97-6-79	Burglary	12/17/97	12/17/00	1	Cigarettes	Prep For Dest
18					2	Cigar	Prep For Dest
19					3	Garland	Prep For Dest
20					4	Cigar Box	Prep For Dest
21					5	TDD Printout	Prep For Dest
22					6	Cable Bill	Prep For Dest
23					8	Cigar	Prep For Dest
24					9	Cigarette Box	Prep For Dest
25	05-16-10	Poss Of Cann	07/29/05	07/29/08	3,4	Photograh	Prep For Dest
26	02-6-47	Burglary	09/30/02	03/30/04	1-5	Latent Lifts	Prep For Dest
27					6	Register Printout	Prep For Dest
28	05-16-12	Poss Of Cann	08/02/05	08/02/08	2	Cassette Tape	Prep For Dest
29					3	Photograh	Prep For Dest
30	05-16-9	Poss of Cann	07/15/05	07/15/08	2	Cassette Tape	Prep For Dest
31					3	Photograh	Prep For Dest
32	05-6-39	Burglary	11/28/05	11/28/08	3	Key Chain	Prep For Dest
33					4	\$2 Bill	Prep For Seize
34	05-3-4	Armed Robbery	08/25/05	08/25/08	1	Projectile Bullet	Prep For Dest
35					2	Projectile Bullet	Prep For Dest
36					3	Video Tape	Trans To Dept Use
37					4	Audio Tape	Trans To Dept Use
38					5	Audio Cassette	Trans To Dept Use
39	03-16-26	Poss of Cann	07/13/03	07/13/06	1	Cell Phone	Prep For Dest
40	02-11-26	Dec Practice	07/07/02	07/07/05	1	VHS-Cassette Tape	Prep For Dest
41	03-6-54	Burglary	06/09/03	06/09/06	1	Glass	Prep For Dest
42	03-8-102	Theft	11/25/03	11/25/06	1	Cell Phone	Prep For Dest
43					2	Cell Phone	Prep For Dest
44	03-12-27	CDV	03/27/03	09/27/04	1	Magnet	Prep For Dest
46	04-6-2	Burglary	01/17/04	01/17/07	1	Container Lid	Prep For Dest
47					2	Saliva Sample	Prep For Dest

48					4	Saliva Sample	Prep For Dest
49					6	Saliva Sample	Prep For Dest
50	04-6-13	Burglary	04/24/04	04/24/07	1	Latent Lifts	Prep For Dest
51	04-8-6	Theft	01/11/04	07/11/05	1	Floppy Disk	Prep For Dest
52					2	Floppy Disk	Prep For Dest
53	04-12-4	CDV	01/16/04	07/16/05	1	Hammer	Prep For Dest
54	05-8-62	Theft	08/06/05	02/06/07	1	Master Lock	Prep For Dest
55	05-8-73	Theft	08/31/05	02/31/07	1	CD	Prep For Dest
56	05-12-49	CDV	08/14/05	02/14/07	1	Latent Lifts	Prep For Dest
57	2006-00429	Theft	01/06/06	07/06/07	1	DVD	Prep For Dest
58	2006-00640	Retail Theft	01/12/06	07/12/07	1	DVD	Prep For Dest
59	2007-00171	Viol/Ord Protect	01/07/07	07/07/08	1	Audio Cassette	Prep For Dest
60	2007-00475	Poss Stolen Prop	01/16/07	07/16/08	1	License Plate	Prep For Dest
61	2007-10267	Dis Conduct	09/24/07	03/24/09	1	CD	Prep For Dest
62	R54494	Disturbance	03/03/04	09/03/05	1	Audio Cassette	Prep For Dest
63	02-6-20	Burglary	06/05/02	06/05/05	1	VHS-Cassette Tape	Prep For Dest
64	02-6-29	Attempt Burglary	06/19/02	06/19/08	1	Latent Lifts	Prep For Dest
65					2	Inked Prints	Prep For Dest
66	02-8-87	Theft	07/30/02	01/30/04	1	VHS-Cassette Tape	Prep For Dest
67	02-8-124	Theft	11/20/02	04/20/04	1	VHS-Cassette Tape	Prep For Dest
68	03-4-66	Aggr Battery	11/23/03	11/23/06	1	VHS-Cassette Tape	Prep For Dest
69	03-7-60	Attempt Burglary	09/21/03	09/21/06	1	VHS-Cassette Tape	Prep For Dest
70	03-8-3	Retail Theft	01/14/03	07/14/04	1	VHS-Cassette Tape	Prep For Dest
71	03-8-18	Theft	03/21/03	09/21/04	1	VHS-Cassette Tape	Prep For Dest
72	03-8-82	Theft	09/12/03	03/12/05	1	Four Floppy Disks	Prep For Dest
73	03-8-83	Theft	09/12/03	03/12/05	1	Six Floppy Disks	Prep For Dest
74	03-8-90	Theft	10/04/03	04/04/05	1	VHS-Cassette Tape	Prep For Dest
75	03-8-97	Theft	10/27/03	04/27/05	1	VHS-Cassette Tape	Prep For Dest
76	03-8-98	Theft	10/30/03	04/30/05	1	Four Floppy Disks	Prep For Dest
77	03-8-103	Theft	11/14/03	05/14/05	1	VHS-Cassette Tape	Prep For Dest
78					2	VHS-Cassette Tape	Prep For Dest
79	03-8-106	Retail Theft	11/18/03	05/18/05	1	Five Floppy Disks	Prep For Dest
80	03-9-2	M/V Theft	01/06/03	01/06/06	1	VHS-Cassette Tape	Prep For Dest
81	03-18-1	Dis Conduct	01/14/03	07/14/05	1	Audio Cassette	Prep For Dest
82	2006-05289	DUI	05/20/06	11/20/07	1	VHS-Cassette Tape	Prep For Dest
83	2006-06431	DUI	06/19/06	12/19/07	1	VHS-Cassette Tape	Prep For Dest
84	2006-06748	DUI	06/24/06	12/24/06	1	VHS-Cassette Tape	Prep For Dest
85	2006-10697	Theft	09/26/06	03/26/08	1	VHS-Cassette Tape	Prep For Dest
86	2006-10700	Deceptive Prac	09/25/06	03/25/08	1,2	CD	Prep For Dest
87	2006-11138	Theft	10/04/06	04/04/08	1	VHS-Cassette Tape	Prep For Dest
88	2006-12501	DUI	11/07/06	05/07/08	1	VHS-Cassette Tape	Prep For Dest
89	2006-13129	Attempt Theft	11/24/06	05/24/08	1	VHS-Cassette Tape	Prep For Dest
90	2007-04313	Immigration Viola	05/01/07	05/01/10	1	Fictitious ID	Prep For Dest
91	2007-04748	Resisting P.O.	05/11/07	11/11/08	1,2	CD	Prep For Dest
92	2007-05446	DUI	05/27/07	11/27/08	1,2	CD	Prep For Dest
93	2007-08526	Theft	08/08/07	08/08/10	1	CD	Prep For Dest
94	2007-09584	Traffic	09/05/07	03/05/09	1	Fictitious ID	Prep For Dest

95	2009-07629	Theft	06/10/09	12/10/10	1	Expandable Baton	Prep For Dest
96					2	Grinder	Prep For Dest
97					3	Brass Knuckles	Prep for Dest
98					4	Cannabis Pipe	Prep for Dest
99					5	Wooden Box	Prep For Dest
100	2009-08268	Reg/Title Viol	06/20/09	12/20/10	1	License Plate	Prep For Dest
101	2009-08747	Retail Theft	06/27/09	12/27/10	1	Greeting Card	Prep For Dest
102					2	Magazine	Prep For Dest
103	2009-08954	DWLS	07/01/09	01/01/11	1	Vehicle Title	Prep For Dest
104					2	Vehicle Tax Transaction	Prep For Dest
105					3	License Plate	Prep For Dest
106	2009-11018	CDP	08/04/09	02/04/11	1,2	Shoe Impression	Prep For Dest
107					3-6	Latent Lifts	Prep For Dest
108					7	Elim Prints	Prep For Dest
109	2009-12825	Reg/Title Viol	09/05/09	03/05/11	1	License Plate	Prep For Dest
110	2010-03783	CDP	03/06/10	09/06/11	1	Latent Lifts	Prep For Dest
111					2	Shoe Print	Prep For Dest
112	2010-08443	Burglary	05/27/10	05/27/13	2	Latent Lifts	Prep For Dest
113					3	Elim Prints	Prep For Dest
114					4	Elim Prints	Prep For Dest
115	2011-01673	Burglary	02/01/11	02/01/14	1	Envelope	Prep For Dest
116					2	Envelope	Prep For Dest
117					2A	Latent Print	Prep For Dest
118					4	Elim Prints	Prep For Dest
119	2011-04782	Burglary	04/09/11	04/09/14	5	Styrofoam Cup	Prep For Dest
120	2012-06901	Found Prop	06/06/12	12/06/12	1	\$3 USC	Prep For Seize
121	2012-09017	Dis Conduct	07/23/12	01/23/14	1	Paper 8.5x11	Prep For Dest
122					2-5	Envelope	Prep For Dest
123	2009-09743	Susp Activity	07/14/09	01/14/11	1	Letter with Protective Cover	Prep For Dest
124	2009-10016	Attempt Theft	07/19/09	01/19/11	1	Drivers Licence	Prep For Dest
125	2009-10479	CDP	07/26/09	01/26/11	1	CD	Prep For Dest
126	2011-05545	Obstruction	04/28/11	10/28/12	1	(3) Traffic Citations	Prep For Dest
127	2011-10797	Found Prop	08/10/11	02/10/12	1	Wallet/\$16.25 USC	Prep For Seize
128	2011-10846	Lost Article	08/11/11	02/11/12	1	Cell Phone	Prep For Dest
129	2012-05837	Found Prop	05/14/12	11/14/12	1	License Plate	Prep For Dest
130	2012-12088	Poss Of Cann	10/10/12	04/10/14	1	Drug Paraphernalia	Prep For Dest
					2	Green Plant Material	Prep For Dest
131	2012-12411	Turned in Prop	10/19/12	04/19/13	1	Winchester Shot Gun	Prep For Dest
					2	Shot Gun Shells	Prep For Dest
132	2012-14584	Burglary	12/14/13	12/14/16	2-6	Latent Lifts	Prep For Dest
					7	Elim Prints	Prep For Dest
133	2013-00029	Crim Trespass	01/05/13	07/05/14	2	Drug Paraphernalia	Prep For Dest
					3	Knife	Prep For Dest
					1	Green Plant Material	Prep For Dest
134	2013-01440	Found Prop	02/05/13	08/05/13	1	Green Plant Material	Prep For Dest
135	2013-14760	Found Prop	11/29/13	05/29/14	1	Black Wallet w/ ID's	Prep For Dest

4-E.4

MINUTES

VILLAGE OF LA GRANGE

PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

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

Monday, April 14, 2014 - 7:30 p.m.

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

The Board of Trustees of the Village of La Grange public hearing and regular meeting was called to order at 7:30 p.m. by President Livingston. On roll call, as read by Village Clerk John Burns, the following were:

PRESENT: Trustees Holder, Kuchler, Langan, McCarty, Nowak, and Palermo with President Livingston presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Assistant Community Development Director Angela Mesaros
Finance Director Lou Cipparrone
Public Works Director Ryan Gillingham
Police Chief Mike Holub
Fire Chief Bill Bryzgalski

President Livingston requested Village Clerk John Burns announce who will be leading the pledge of allegiance this evening. Clerk Burns indicated that Scoutmaster John Svoboda is in attendance with Boy Scouts JJ Svoboda, PJ Kurtzner, Ryan Oeste, Tyler Morales, Ivan Vanek, and Ryan Plybon from Troop 66 who will present the flags and lead the audience in reciting the pledge of allegiance.

2. PUBLIC HEARING – FY 2014-15 Operating and Capital Improvements Budget: Referred to President Livingston

President Livingston explained the budget development process and expressed his thanks to the Village Board of Trustees and Management staff for their efforts in maintaining operational cost containment while moving forward for economic growth. President Livingston indicated that notice of this Public Hearing had been posted and published according to State Statute and that the budget document has been available for inspection at the Village Hall and the La Grange Public Library as well as posted on the Village website. President Livingston noted the public hearing represents the conclusion of the process by which public input has been solicited throughout the development of the budget document and asked if anyone in the audience had any oral or written comments or questions on the FY 2014-15 Operating and Capital Improvements

Budget. There being none, President Livingston inquired of Village Manager Robert Pilipiszyn if any written comments had been received and was informed none.

At 7:39 p.m. with no additional oral or written comments President Livingston closed the public hearing. The regular Village Board meeting was convened, with the same Village Officials as the Public Hearing being in attendance.

3. PRESIDENT'S REPORT

President Livingston noted that earlier this evening a Liquor Commission hearing was conducted to consider applications from 7-Eleven and Lucca's Pizzeria. Both received unanimous recommendation and will be presented to the Board for consideration on April 28.

Taking pride in the Village's financial stability, President Livingston announced that the Village has been awarded the prestigious Certificate of Achievement for Excellence in Financial Reporting Award for the 18th consecutive year.

President Livingston announced that the La Grange Business Association is sponsoring a Girl Friend's Getaway special shopping event on Thursday evening May 1. In addition, the summer art project theme is to "Sit and Stay Awhile" as decorated garden benches will be displayed throughout the Village and later auctioned with proceeds donated to various non-profit organizations in La Grange.

Congratulations were expressed to La Grange Hospital for being recognized for its outstanding patient care by an industry rating. President Livingston thanked WGN Radio and TV, WIND radio, and CBS-TV Chicago for the opportunity to amplify the Village of La Grange brand.

Lastly, President Livingston noted the La Grange 2020 Task Force is meeting April 16 to condense their visions and prospectus for the future of the Village.

A. Oath of Office – Police Officer Jason Wessendorf

With the recent vacancies in the Police Department created as a result of retirement or disability, the Police Department has been authorized to hire two Police Officers and the La Grange Board of Fire and Police Commissioners have appointed Jason Wessendorf to fill one of the positions of Police Officer effective March 24, 2014. Noting his education and experience, President Livingston requested he step forward and Village Clerk Burns to administer the oath.

B. Oath of Office – Police Officer Laura McDermott

With the recent vacancies in the Police Department created as a result of retirement or disability, the Police Department has been authorized to hire two Police Officers and the La Grange Board of Fire and Police Commissioners have appointed Laura McDermott to fill one of the positions of Police Officer effective March 24, 2014. Noting her education and experience, President Livingston requested she step forward and Village Clerk Burns to administer the oath.

C. Employee Recognition – 25 Years of Service – Fire Captain Don Gay

President Livingston recognized Fire Captain Don Gay on his achievements and dedicated service to the Village of La Grange for the past 25 years. President Livingston invited Captain Gay forward to receive congratulations from the Village Board.

D. Proclamation – Arbor Day in La Grange, Friday, April 25, 2014

President Livingston stated that the Village of La Grange has been named a Tree City USA by the National Arbor Day Foundation for 31 consecutive years and proclaimed April 25, 2014 as Arbor Day. President Livingston invited the public to celebrate Arbor Day with the planting of a tree at Spring Avenue School. Trustee Langan moved to approve the Proclamation, seconded by Trustees Palermo and Holder. Approved by voice vote.

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

5. OMNIBUS AGENDA AND VOTE

- A. Budget Amendments (#R-14-02) – Fiscal year Ending April 30, 2014
- B. Engineering Services Agreement – Sidewalks – 12th Avenue-Special Service Area (SSA)
- C. Materials Purchase – Public Works Department / Fire Hydrants
- D. Intergovernmental Agreement (#R-14-03) – Police Department Mutual Aid Agreement (Illinois Law Enforcement Alarm System)
- E. Ordinance (#O-14-08) – Disposal of Surplus Property & Forfeited Vehicles
- F. Ordinance (#O-14-09) – Disposal of Surplus Property
- G. Ordinance (#O-14-10) – Disposal of Surplus Property
- H. Consolidated Voucher 140324 (\$926,404.08)
- I. Consolidated Voucher 140414 (\$1,292,299.47)
- J. Minutes of the Village of La Grange Board of Trustees Special Meeting, Saturday, March 8, 2014 – Budget Workshop
- K. Minutes of the Village Board of Trustees Regular Meeting Monday, March 10, 2014

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

Referencing the budget amendments, Trustee Holder inquired if data was available to determine if it was cost effective to lengthen the retention of police squad cars versus replacement. Police Chief Holub responded negatively. President Livingston referred this inquiry to Village Manager Pilipiszyn for follow-up.

Trustee Holder inquired if the Staffing for Adequate Fire and Emergency Response (SAFER) grant awarded to the Fire Department to hire a full time firefighter/paramedic was for one year and was informed it was for two years.

Approved by roll call vote.

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

6. CURRENT BUSINESS

- A. Ordinance (#O-14-11) Proposed Increase in the Village's Water Rate: Referred to Trustee McCarty

Trustee McCarty provided information related to the establishment and use of the Village's Water Fund and noted that the Village receives Lake Michigan water from the City of Chicago through the Village of McCook. Trustee McCarty explained that in 2011 the City of Chicago announced water rate increases in the amounts of 25%, 15%, 15% and 15% over a four year period beginning January 1, 2012. In order to continue to fund ongoing operations including the rate increases from Chicago, Trustee McCarty indicated that Village water rate increases are and have been significantly less than the City of Chicago rate increases. Adding that water accountability will continue to be monitored, Trustee McCarty noted that should revenues increase due to improved meter accuracy, future water rate increases could be reduced or eliminated.

Trustee McCarty moved to approve an ordinance increasing existing water rates by 7.5% from \$7.08 per one hundred cubic feet to \$7.62 per one hundred cubic feet, effective May 1, 2014, seconded by Trustee Langan.

Trustee Palermo expressed concerns that the replacement of water meters was anticipated to maintain or reduce water rates and believes that a 6.0% increase should be considered for approval until additional data is available on accountability. President Livingston duly noted his concerns.

Trustee Holder inquired if updates were available on water accountability and Public Works Director Ryan Gillingham responded not at this time.

Trustee Langan noted his support for the water rate increase as the replacement of meters has thus far has proved to be cost effective.

President Livingston noted that water accountability will continue to be evaluated.

Approved by a 5 to 1 roll call vote.

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

B. Ordinance (#O-14-12) Proposed Increase in the Village's Sewer Rate: Referred to Trustee McCarty

Referencing the Village's aging infrastructure and corresponding to clean potable water, Trustee McCarty noted the removal of waste requires long term funding for planning adequate maintenance. Adding that sewer fees are the sole source of revenue in the Sewer Fund, rate increases are needed to maintain the cost of operations. In order to provide funding for future projected operations and to rebuild sewer reserves, Trustee McCarty noted staff's recommendation to increase sewer rates by 10% each year for three consecutive years which equates to approximately fifteen dollars for an average household.

Trustee McCarty noted that sewer rates would continue to be monitored on an annual basis and should water accountability be improved through water accountability, possible reductions may be incurred.

Trustee McCarty moved to approve an ordinance increasing existing sewer rates by 10% from \$.80 per one hundred cubic feet to \$.88 per one hundred cubic feet, effective May 1, 2014, seconded by Trustee Holder.

Approved by roll call vote.

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

C. Ordinance (#O-14-13) – Places for Eating (Food & Beverage Tax): Referred to Trustee McCarty

Trustee McCarty explained that less than half of the Village's 13.5 million dollar operations budget is derived from property taxes. As the Village is a non-home-rule municipality by State Statute it has limitations on additional sources of revenue. Trustee McCarty indicated that after a series of budget development workshops and soliciting feedback from local businesses it was the consensus of the Village Board to adopt a 1% Food & Beverage Tax to be effective May 1, 2014.

Trustee McCarty provided statistics whereby other municipalities have adopted this additional revenue rather than increasing sales or other taxes. Trustee McCarty noted that the additional revenue would be utilized for capital improvements, parking management, pensions, public safety, and a school resource officer.

Trustee McCarty moved to adopt a Places for Eating (Food & Beverage) Tax Ordinance, levying a 1% tax on gross receipts of places for eating located within the Village effective May 1, 2015, seconded by Trustee Nowak.

Trustee Kuchler indicated his support for this item, however is concerned that it may be utilized for operations.

Trustee Palermo shares those concerns and feels that parking management and a school resource officer are not the best use of the additional revenue. Trustee Palermo indicated his desire to have all businesses participate or preferably offer a referendum question on the November ballot to seek voter approval of a tax increase.

Trustee Holder expressed his support for the food and beverage tax rather than a tax solely on La Grange residents, citing the Village's ability to maintain operations, meet pension obligations and provide a school resource officer who will also patrol in the central business district.

Trustee McCarty will also support the food and beverage tax as he believes it is a very important first step in being open to new ideas and expanding resources. Trustee McCarty is also open to a referendum seeking voter input on a tax increase.

Trustee Nowak will support the food and beverage tax for additional revenues. Trustee Nowak noted that the Village cannot ignore unforeseen costs incurred by aging infrastructure, extreme winter weather conditions and the Emerald Ash Borer.

Trustee Langan will also support the food and beverage tax and feels this is a better alternative than an increase in the utility tax.

Approved by a 5 to 1 roll call vote.

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

D. Resolution (#R-14-04) – Approving the FY 2014-15 Operating and Capital Improvements Budget: Referred to Trustee McCarty

Trustee McCarty explained the importance of the budget document and noted that the Village has been recognized for its excellence in financial reporting. Trustee McCarty identified the budget development process and workshops advising that the budget is a five year planning tool for financial, administrative and operational purposes.

Trustee McCarty explained that the Village has taken steps to reduce operating and personnel expenses and continues to observe conservative financial management practices, recognizing the downward pressure on its financial means, while being sensitive to financial challenges being experienced by taxpayers, yet at the same time maintaining community vitality.

Trustee McCarty detailed the grants received by the Village for capital improvements and renovations to enhance the community and noted the Village's financial discipline by adhering to its cost containment plan.

It was moved by Trustee McCarty to adopt the Resolution approving the Fiscal Year 2014-15 Operating and Capital Improvements Budget, seconded by Trustee Langan.

Trustee Palermo expressed concerns relating to pension funding. Indicating that the Village is attempting to catch up on pension funding due to outdated actuarial assumptions, Trustee Palermo does not feel there are adequate funds for retirees.

Trustee Langan noted that the Village is attempting to increase revenues to continue to provide services to the residents.

Trustee Palermo feels the residents should decide on revenue increases through a referendum on the upcoming November ballot.

Trustee Kuchler cautioned against shifting away from the cost containment plan prematurely, and that operating expenses should be capped at the rate of inflation.

Noting the slow economic recovery, Trustee Holder believes individuals want to live in a healthy prosperous community and invest in the future of La Grange.

This being his first involvement in the budget development process, Trustee McCarty recognized the differences yet team effort to finalize the budget. Trustee McCarty is eager to learn of the projections and suggestions being developed by the La Grange 2020 Task Force.

Noting the Board has taken a strong and thoughtful approach to the budget development process, Trustee Langan believes it is a sound budget and will support it.

Approved by a 5 to 1 roll call vote.

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

President Livingston expressed his thanks to the Trustees and management staff for their hard work and professionalism in the budget development process.

7. MANAGER'S REPORT

President Livingston inquired if there were a Manager's report and Village Manager Pilipiszyn responded negatively.

8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

Steve Palmer 1010 41st Street feels the Boards debate is a positive reflection of their concerns for the future of the community. Mr. Palmer announced that the annual Pet Parade will be on Saturday, May 31 and on behalf of the Pets and Pals Charities, Mr. Palmer encouraged all to attend a fund raiser for the parade at Capri Banquets on Friday, May 2.

9. EXECUTIVE SESSION

10. TRUSTEE COMMENTS

Trustee Holder expressed his personal gratitude to the Fire Captain Don Gay for his years of service. Trustee Holder also complimented Trustee McCarty with his simplified message relative to the budget adoption.

11. ADJOURNMENT

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

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

Approved Date:

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

April 28, 2014

Consolidated Voucher 140428

<u>Fund No.</u>	<u>Fund Name</u>	<u>04/28/14 Voucher</u>	<u>04/25/14 Payroll</u>	<u>Total</u>
01	General	58,260.50	298,696.04	356,956.54
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	99.14		99.14
24	ETSB	3,180.67		3,180.67
27	Drug Enforcement	760.43		760.43
40	Capital Projects	20,373.31		20,373.31
50	Water	8,259.72	38,841.16	47,100.88
51	Parking	3,715.28	24,739.40	28,454.68
60	Equipment Replacement	7,655.00		7,655.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	337.66	9,523.80	9,861.46
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>102,641.71</u>	<u>371,800.40</u>	<u>474,442.11</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-G

DATE: 04/24/14
TIME: 08:59:26
ID: AP222000.WOW

VILLAGE OF LA GRANGE
MANUAL PRE-CHECK RUN EDIT

PAGE: 1

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
129399	FOL	DAN FOLLOWELL			04/15/14		
	140415	04/15/14	01	REFUND FROM EBAY VEHICLE SALE		01-07-61-6100	125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
129400	KALLAL	WILLIAM KALLAL			04/15/14		
	140410	04/10/14	01	REIMBURSE P/R DEDUCTIONS		01-00-31-3119	2,325.84
						INVOICE TOTAL:	2,325.84 *
						CHECK TOTAL:	2,325.84
						TOTAL AMOUNT PAID:	2,450.84

4-G.1

DATE: 04/24/14
TIME: 09:00:08
ID: AP223000.WOW

VILLAGE OF LA GRANGE
DISTRIBUTION JOURNAL --- MANUAL CHECKS AP-042414

PAGE: 1
F-YR: 14

JOURNAL DATE: 04/24/14

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-31-3119	P/R-OTHER DEDUCTIONS	KALLAL	140410	REIMBURSE P/R DEDUCTIONS	2,325.84	
02	01-07-61-6100	TOOLS & SUPPLIES	FOL	140415	REFUND FROM EBAY VEHICLE SALE	125.00	
03	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		2,450.84
TOTALS:						2,450.84	2,450.84

4-Gr 2

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129401	ACC7418	ACCO BRANDS DIRECT					
	4695631248	04/09/14	01	CALENDAR REFILL/VILLAGE MGR	01-02-61-6100		53.60
						INVOICE TOTAL:	53.60 *
						CHECK TOTAL:	53.60
129402	AIS6428	ALL INFORMATION SERVICES, INC					
	25535	01/29/14	01	VSPHERE ESSENTIALS 1YR	01-07-66-6605		632.00
						INVOICE TOTAL:	632.00 *
	26107	01/17/14	01	CAMERA SYSTEM EQUIPMENT	50-00-66-6600		4,185.85
						INVOICE TOTAL:	4,185.85 *
	26503	02/24/14	01	CHIEFS NEW COMPUTER	01-07-66-6605		778.49
						INVOICE TOTAL:	778.49 *
	26689	03/07/14	01	MAINTENANCE	01-07-62-6220		1,211.25
						INVOICE TOTAL:	1,211.25 *
	26997	04/07/14	01	ARBITRATOR SETUPS	60-00-66-6614		2,090.00
						INVOICE TOTAL:	2,090.00 *
	26997-2	04/07/14	01	IT CHARGE/MAR 2014	01-02-62-6220		95.00
			02	IT CHARGE/MAR 2014	01-03-62-6220		285.00
			03	IT CHARGE/MAR 2014	01-06-62-6220		23.75
			04	IT CHARGE/MAR 2014	01-09-62-6220		356.25
				*** VOID---LEADER CHECK ***			
129403	AIS6428	ALL INFORMATION SERVICES, INC					
			05	IT CHARGE/MAR 2014	01-11-62-6220		451.25
			06	IT CHARGE/MAR 2014	50-00-62-6220		380.00
						INVOICE TOTAL:	1,591.25 *

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129403	AIS6428	ALL INFORMATION SERVICES, INC					
	27055	04/08/14	01	TROUBLESHOOT SOFTWARE	01-07-66-6605		47.50
						INVOICE TOTAL:	47.50 *
						CHECK TOTAL:	10,536.34
129404	AM8623	A & M PARTS INC					
	428109	02/03/14	01	2-5GAL HYDR FLUID/SHOP	01-11-62-6220		92.10
						INVOICE TOTAL:	92.10 *
	438221	04/02/14	01	GROMMET/#12	01-11-62-6220		4.86
						INVOICE TOTAL:	4.86 *
	441124	04/17/14	01	DEF ADDITIVE/CO 1111	01-09-62-6220		21.98
						INVOICE TOTAL:	21.98 *
	483405	04/03/14	01	SIDE WINDOW DEFLECTORS/NEW TK	01-11-62-6220		144.97
						INVOICE TOTAL:	144.97 *
						CHECK TOTAL:	263.91
129405	AND1662	ANDROMEDA TECHNOLOGY SOLUTIONS					
	54809	04/07/14	01	RESET VOICE MAILBOXES	01-07-62-6210		155.00
						INVOICE TOTAL:	155.00 *
						CHECK TOTAL:	155.00
129406	ARA2525	ARAMARK UNIFORM SERVICES					
	2078503782	04/11/14	01	MATS	01-10-62-6221		34.73
						INVOICE TOTAL:	34.73 *
	2078503783	04/11/14	01	MAT & MOP SERVICE/FD	01-07-61-6100		40.28
						INVOICE TOTAL:	40.28 *

4-6.3

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129406	ARA2525	ARAMARK UNIFORM SERVICES						
	2078503914	04/11/14	01	4/11/14 UNIFORM SERVICE	01-11-60-6021		108.32	
			02	4/11/14 UNIFORM SERVICE	50-00-60-6021		40.80	
			03	4/11/14 UNIFORM SERVICE	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50	
				INVOICE TOTAL:			175.82 *	
	2078513023	04/18/14	01	4/18/14 UNIFORM SERVICES	01-11-60-6021		62.32	
			02	4/18/14 UNIFORM SERVICES	50-00-60-6021		40.80	
			03	4/18/14 UNIFORM SERVICES	80-00-60-6021		10.20	
			04	FLOOR MATS/TRAIN STATION	51-00-62-6225		11.00	
	*** VOID---LEADER CHECK ***							
129407	ARA2525	ARAMARK UNIFORM SERVICES						
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50	
				INVOICE TOTAL:			129.82 *	
				CHECK TOTAL:			380.65	
129408	ATT911	A T & T						
	14/847734606004	04/07/14	01	APR E911 LINE SVC:847 734-6060	24-00-62-6210		1,362.48	
				INVOICE TOTAL:			1,362.48 *	
	14/847734606304	04/07/14	01	APR E911 LINE SVC:847 734-6063	24-00-62-6210		211.21	
				INVOICE TOTAL:			211.21 *	
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***							
				CHECK TOTAL:			1,573.69	
129409	BOU2353	BOUND TREE MEDICAL LLC						
	60616396	04/14/14	01	EMS SUPPLIES/TACTICAL BAG	01-09-62-6253		162.09	
				INVOICE TOTAL:			162.09 *	

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129409	BOU2353	BOUND TREE MEDICAL LLC						
	81390027	04/03/14	01	EMS SUPPLIES FOR AMBULANCES	01-09-62-6253		33.78	
				INVOICE TOTAL:			33.78 *	
				CHECK TOTAL:			195.87	
129410	BRO9545	BROOKFIELD EXPRESS						
	14/03	04/11/14	01	MARCH VEHICLE WASHES	01-07-62-6220		195.00	
				INVOICE TOTAL:			195.00 *	
				CHECK TOTAL:			195.00	
129411	CAR4981	LEONARD M BULAT						
	14-217	04/21/14	01	3 VEH/REMOVE STRIPING-LETTERIN	60-00-66-6614		900.00	
				INVOICE TOTAL:			900.00 *	
				CHECK TOTAL:			900.00	
129412	CAR7341	CARTRIDGE WORLD						
	2613	04/16/14	01	REFILLS	51-00-61-6101		399.84	
				INVOICE TOTAL:			399.84 *	
				CHECK TOTAL:			399.84	
129413	CAT6298	CATCHING FLUIDPOWER, INC						
	5904717	04/01/14	01	OIL HOSE/#8	01-11-62-6220		29.51	
				INVOICE TOTAL:			29.51 *	
				CHECK TOTAL:			29.51	
129414	CLO2784	CLOSED CIRCUIT INNOVATIONS						

4-G.4

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129414	CLO2784	CLOSED CIRCUIT INNOVATIONS					
	5405	04/01/14	01	MAY	51-00-62-6280		295.00
						INVOICE TOTAL:	295.00 *
						CHECK TOTAL:	295.00
129415	COM3001	COMCAST CABLE					
	017078-14/05	04/08/14	01	MAY HIGH SPEED INTERNET/DPW	01-19-62-6230		129.90
						INVOICE TOTAL:	129.90 *
	130848-14/05	04/08/14	01	MAY HIGH SPEED INTERNET/PD;FD	01-19-62-6230		139.85
						INVOICE TOTAL:	139.85 *
	130871-14/05	04/08/14	01	MAY HIGH SPEED INTERNET/VH	01-19-62-6230		139.85
						INVOICE TOTAL:	139.85 *
	140409	04/09/14	01	CABLE SERVICE/FD	22-00-66-6600		99.14
						INVOICE TOTAL:	99.14 *
						CHECK TOTAL:	508.74
129416	COM3002	COMCAST CABLE					
	140406	04/06/14	01	CABLE SERVICE/PD	01-07-61-6100		84.58
						INVOICE TOTAL:	84.58 *
						CHECK TOTAL:	84.58
129417	COM735	COMMUNICATIONS DIRECT INC					
	15277	04/08/14	01	2 PR 1500 MOTOROLA RADIOS	24-00-66-6600		1,606.98
						INVOICE TOTAL:	1,606.98 *
						CHECK TOTAL:	1,606.98

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129418	CRE424	CREATE CUT INVENT					
	4022016	04/02/14	01	FINAL PYMT/CCTV-TRAIN STN	40-00-66-6605		19,090.00
						INVOICE TOTAL:	19,090.00 *
						CHECK TOTAL:	19,090.00
129419	DON821	DONE-RITE, INC					
	27047	04/02/14	01	INSTALL FLOOR DRAINS/PD	01-10-62-6220		1,306.73
						INVOICE TOTAL:	1,306.73 *
						CHECK TOTAL:	1,306.73
129420	ESS941	ESSENTIAL EQUIPMENT SOLUTIONS					
	2564	04/07/14	01	RESC HELMET; PARKA; PANTS; ETC	01-09-66-6600		570.90
						INVOICE TOTAL:	570.90 *
						CHECK TOTAL:	570.90
129421	FAL5	FALON & KENNEY					
	19982	04/08/14	01	MAR PROSECUTING SVCS	01-04-62-6233		1,080.00
			02	MAR PROSECUTING SVCS	51-00-62-6230		120.00
						INVOICE TOTAL:	1,200.00 *
	19983	04/08/14	01	CODE VIOL RE:MCCAREY TRUST	01-04-62-6234		1,323.00
						INVOICE TOTAL:	1,323.00 *
	19984	04/08/14	01	PROS OF CHRISTENSEN & WALSH	01-04-62-6234		94.50
						INVOICE TOTAL:	94.50 *
	19985	04/08/14	01	CODE VIOL@315 E FRANKLIN	01-04-62-6234		823.50
						INVOICE TOTAL:	823.50 *
	19987	04/08/14	01	CODE VIOL@20 N SPRING	01-04-62-6234		256.50
						INVOICE TOTAL:	256.50 *

4-6-5

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129421	FAL5	FALOON & KENNEY					
	19988	04/08/14	01	CODE VIOL@124 S LA GRANGE RD	01-04-62-6234		162.00
						INVOICE TOTAL:	162.00 *
	19990	04/08/14	01	CODE VIOL@46 N MADISON	01-04-62-6234		499.50
						INVOICE TOTAL:	499.50 *
		*** VOID---LEADER CHECK ***					
129422	FAL5	FALOON & KENNEY					
	19991	04/08/14	01	CODE VIOL@8 W BURLINGTON	01-04-62-6234		391.50
						INVOICE TOTAL:	391.50 *
	19992	04/08/14	01	FORECL OF DEMO/235 WASHINGTON	01-04-62-6234		1,012.50
						INVOICE TOTAL:	1,012.50 *
	19993	04/08/14	01	CODE VIOL@219 HAYES	01-04-62-6234		391.50
						INVOICE TOTAL:	391.50 *
	19994	04/08/14	01	CODE VIOL@103 BRAINARD	01-04-62-6234		189.00
						INVOICE TOTAL:	189.00 *
	19995	04/08/14	01	2007-2010 TAX RATE OBJECTION	01-04-62-6234		270.00
						INVOICE TOTAL:	270.00 *
	19996	04/08/14	01	CODE VIOL@939 S ASHLAND	01-04-62-6234		310.50
						INVOICE TOTAL:	310.50 *
	19997	04/08/14	01	CODE VIOL@328 EAST AVENUE	01-04-62-6234		162.00
						INVOICE TOTAL:	162.00 *
						CHECK TOTAL:	7,086.00
129423	FIR/ADM	FIRST NATIONAL BANK/LA GRANGE					

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129423	FIR/ADM	FIRST NATIONAL BANK/LA GRANGE					
	11275	04/08/14	01	CEILING AIR DIVERTERS	01-03-61-6100		101.71
						INVOICE TOTAL:	101.71 *
						CHECK TOTAL:	101.71
129424	FIR/DPW	FIRST NATL BANK OF LA GRANGE					
	0013	04/16/14	01	FENCE POST	50-00-66-6600		85.00
						INVOICE TOTAL:	85.00 *
	200011323	04/17/14	01	WTR DISTR SYST OPS & MTC	50-00-60-6020		212.00
						INVOICE TOTAL:	212.00 *
						CHECK TOTAL:	297.00
129425	FIR245	FIREGROUND SUPPLY INC					
	12224	04/08/14	01	I SET INNOTEX GEAR/CAPT RAPP	01-09-60-6021		1,932.00
						INVOICE TOTAL:	1,932.00 *
						CHECK TOTAL:	1,932.00
129426	FUL5550	FULLER'S CAR WASH					
	14/03	04/11/14	01	MAR SQUAD WASHES	01-07-62-6220		42.80
						INVOICE TOTAL:	42.80 *
						CHECK TOTAL:	42.80
129427	FUN802	FUNK'S TRAILER SALES, INC					
	87533	04/22/14	01	2014 AMERICAN TRAILER/LANDSCAP	60-00-66-6617		2,426.00
						INVOICE TOTAL:	2,426.00 *
						CHECK TOTAL:	2,426.00

4-6.6

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129428	HAV5501	HAVOLINE XPRESS LUBE						
	172525	01/28/14	01	OIL CHANGE/#526	01-07-62-6220		24.78	
						INVOICE TOTAL:	24.78 *	
	194005	04/17/14	01	OIL CHANGE/#500	01-07-62-6220		55.99	
						INVOICE TOTAL:	55.99 *	
						CHECK TOTAL:	80.77	
129429	HDS9103	HD SUPPLY WATERWORKS						
	2333287	04/07/14	01	SMART POINTS;5/8 METERS	50-00-66-6691		1,686.00	
						INVOICE TOTAL:	1,686.00 *	
						CHECK TOTAL:	1,686.00	
129430	HIN6605	HINCKLEY SPRINGS						
	2478819-040414	04/04/14	01	4 BTLs. DRINKING WATER	01-03-61-6100		45.04	
						INVOICE TOTAL:	45.04 *	
						CHECK TOTAL:	45.04	
129431	HOR60	HORTON'S OF LA GRANGE						
	165497	02/26/14	01	FASTENERS;DOWELS;HINGE PINS	01-10-62-6220		7.56	
						INVOICE TOTAL:	7.56 *	
	165960	04/07/14	01	PADLOCK;FXD STPLR	50-00-62-6220		11.98	
						INVOICE TOTAL:	11.98 *	
	166021	04/11/14	01	KWIK CLIPS	01-09-61-6100		15.96	
						INVOICE TOTAL:	15.96 *	
	166085	04/16/14	01	LIGHT BULBS;LUBE SPRAY	01-09-61-6100		30.72	
						INVOICE TOTAL:	30.72 *	
						CHECK TOTAL:	66.22	

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
129432	ILST	ILLINOIS STATE TREASURER						
	41323	04/15/14	01	TSM 9 INTERSECTIONS	01-11-62-6223		4,269.33	
						INVOICE TOTAL:	4,269.33 *	
						CHECK TOTAL:	4,269.33	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
129433	INF5350	INFINITY SIGNS & GRAPHICS						
	5251	04/19/14	01	2-22X22 SIGNS	01-11-62-6264		393.64	
						INVOICE TOTAL:	393.64 *	
	5268	04/19/14	01	2 CLOSED SIDEWALK SIGNS	40-00-66-6604		138.92	
						INVOICE TOTAL:	138.92 *	
						CHECK TOTAL:	532.56	
129434	ITOA1400	ITOA						
	14-04-15	04/15/14	01	7 ITOA MEMBERSHIPS	01-07-60-6020		280.00	
						INVOICE TOTAL:	280.00 *	
						CHECK TOTAL:	280.00	
129435	JAC6642	JACK'S						
	58035	04/04/14	01	BOOT & SHOE SCRAPER/DPW	01-10-62-6220		75.95	
						INVOICE TOTAL:	75.95 *	
						CHECK TOTAL:	75.95	
129436	JL911	J & L ENGRAVING						
	1179	04/15/14	01	RADIO PLATES	01-09-61-6100		41.50	
						INVOICE TOTAL:	41.50 *	
						CHECK TOTAL:	41.50	

4-6.7

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129437	KEN9575	KENIG, LINDGREN, O'HARA, ABOONA					
	20238	04/17/14	01	TRAFFIC SIGNAL STUDY/LG-OGDEN	40-00-66-6644		1,144.39
						INVOICE TOTAL:	1,144.39 *
						CHECK TOTAL:	1,144.39
129438	LAN217	LAND'S END BUSINESS OUTFITTERS					
	4053090	03/27/14	01	SHIRTS/J COLEMAN	01-07-60-6021		229.75
			02	SHIRTS/ZICKUS	51-00-60-6021		147.80
						INVOICE TOTAL:	377.55 *
						CHECK TOTAL:	377.55
129439	MID1	MIDWEST ORTHOPAEDICS					
	4010	03/28/14	01	RANDOM DRUG/ALCH TESTS	01-11-60-6010		130.00
			02	RANDOM DRUG/ALCH TESTS	50-00-60-6010		110.00
						INVOICE TOTAL:	240.00 *
	4010-2	04/09/14	01	PRE-EMPL EXAM/KONRAD	01-09-60-6010		57.00
			02	RTW EXAM/XING GRD MUTO	01-07-60-6010		80.00
						INVOICE TOTAL:	137.00 *
	4022	04/09/14	01	PRE-EMPL EXAM/MCDERMOTT	01-12-62-6272		1,687.00
			02	PRE-EMPL EXAM/SOLIDAY	01-12-62-6272		1,662.00
			03	PRE-EMPL EXAM/WESSENDORF	01-12-62-6272		1,662.00
						INVOICE TOTAL:	5,011.00 *
	4022-2	03/24/14	01	PRE-EMPL EXAM;DRUG-ALCH TEST	01-11-60-6010		362.00
						INVOICE TOTAL:	362.00 *
						CHECK TOTAL:	5,750.00
129440	MOH7340	MOHR OIL CO					

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129440	MOH7340	MOHR OIL CO					
	172485	04/03/14	01	694 GALS ULS DIESEL	01-00-17-1701		2,365.77
						INVOICE TOTAL:	2,365.77 *
	172486	04/03/14	01	1900 GALS UNLEADED GAS	01-00-17-1701		6,467.05
						INVOICE TOTAL:	6,467.05 *
						CHECK TOTAL:	8,832.82
129441	MUN7330	MUNICIPAL SYSTEMS, INC					
	9567	04/08/14	01	MARCH	27-00-68-6899		650.00
						INVOICE TOTAL:	650.00 *
						CHECK TOTAL:	650.00
129442	NEX4181	NEXTEL COMMUNICATIONS					
	665512518-146	04/08/14	01	MAR CALL SERVICE	01-09-62-6210		144.40
						INVOICE TOTAL:	144.40 *
						CHECK TOTAL:	144.40
129443	NIC5407	NICOR GAS					
	140423	04/21/14	01	FEB-MAR GAS SVC:TRAIN STATION	51-00-62-6225		1,980.60
			02	APR GAS SVC:TRAIN STATION	51-00-62-6225		576.54
						INVOICE TOTAL:	2,557.14 *
						CHECK TOTAL:	2,557.14
129444	OHE1070	RAY O'HERRON CO., INC					
	1420328	04/14/14	01	SHIRTS;PANTS;BOOTS/CIMBALISTA	01-07-60-6021		622.78
						INVOICE TOTAL:	622.78 *

4-G.8

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129444	OHE1070	RAY O'HERRON CO., INC					
	1420750	04/15/14	01	LED LIGHTS/MONCIVAIS	01-07-60-6021		46.99
						INVOICE TOTAL:	46.99 *
	1421271	04/17/14	01	PANTS;TRAFFIC VEST/COMSTOCK	01-07-60-6021		236.85
						INVOICE TOTAL:	236.85 *
	1421625	04/18/14	01	AMMO	01-07-60-6020		3,245.00
						INVOICE TOTAL:	3,245.00 *
						CHECK TOTAL:	4,151.62
129445	PAY1080	PAYFLEX SYSTEMS USA, INC					
	121468-527004	04/11/14	01	APR 2014 FLEX SPENDING FEES	01-19-68-6890		118.80
						INVOICE TOTAL:	118.80 *
						CHECK TOTAL:	118.80
129446	PET4521	P.F. PETTIBONE & CO					
	30389	04/04/14	01	RACIAL PROFILING PADS;STICKERS	01-07-61-6101		740.05
						INVOICE TOTAL:	740.05 *
						CHECK TOTAL:	740.05
129447	PHI524	PHILLIP'S FLOWERS & GIFTS					
	0020842	03/31/14	01	FUNERAL ARRGMT/CLK MILNE	01-12-68-6860		160.95
						INVOICE TOTAL:	160.95 *
	0021635	03/31/14	01	FUNERAL ARRGMT/BRKFLD KETCHMAR	01-12-68-6860		85.95
						INVOICE TOTAL:	85.95 *
						CHECK TOTAL:	246.90

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129448	PRI9433	PRIORITY PRINT					
	3101	03/26/14	01	DISCR LISTS;INSPECTION FORMS	01-09-62-6250		178.50
						INVOICE TOTAL:	178.50 *
	3114	03/31/14	01	20 FINAL BUDGET BOOKS	01-03-61-6101		1,111.60
						INVOICE TOTAL:	1,111.60 *
						CHECK TOTAL:	1,290.10
129449	PRO5805	PROSAFETY INC					
	777370	04/16/14	01	CARHART COAT;OVERALL;HOOD	01-09-66-6600		95.00
						INVOICE TOTAL:	95.00 *
	777371	04/16/14	01	ARCTIC HOOD;OVERALL	01-09-66-6600		70.00
						INVOICE TOTAL:	70.00 *
						CHECK TOTAL:	165.00
129450	REG255	REGIONAL TRUCK EQUIPMENT					
	41881	04/07/14	01	WOODBINE TOMMY GATE	60-00-66-6617		2,239.00
						INVOICE TOTAL:	2,239.00 *
						CHECK TOTAL:	2,239.00
129451	RIX470	RIXON CUSTOM EQUIPMENT					
	145039	04/11/14	01	I/NET 7 SOFTWARE	01-10-62-6220		1,210.00
						INVOICE TOTAL:	1,210.00 *
						CHECK TOTAL:	1,210.00
129452	SCH3128	SCHWAAB INC					
	D73898	04/14/14	01	'PAID' RUBBER STAMPERS	01-03-61-6100		93.76
						INVOICE TOTAL:	93.76 *
						CHECK TOTAL:	93.76

4-6.9

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129453	SIK1415	SIKICH LLP					
	182722	04/15/14	01	FY 13/14 AUDIT/PROGRESS PYMT	01-03-62-6232		1,625.00
			02	FY 13/14 AUDIT/PROGRESS PYMT	50-00-62-6232		1,300.00
			03	FY 13/14 AUDIT/PROGRESS PYMT	51-00-62-6232		162.50
			04	FY 13/14 AUDIT/PROGRESS PYMT	80-00-62-6232		162.50
						INVOICE TOTAL:	3,250.00 *
						CHECK TOTAL:	3,250.00
129454	SPE1	SPEER FINANCIAL INC					
	d11/13-29	01/30/14	01	DISCLOSURE FEE/FILING	01-03-62-6230		793.75
						INVOICE TOTAL:	793.75 *
						CHECK TOTAL:	793.75
129455	SPE4835	SPECIAL T UNLIMITED					
	11158	04/04/14	01	T-SHIRTS;POLO SHIRTSSHORTS	01-09-60-6021		1,545.50
						INVOICE TOTAL:	1,545.50 *
						CHECK TOTAL:	1,545.50
129456	STA6520	STANDARD EQUIPMENT COMPANY					
	91272	04/03/14	01	WTR PRESSURE SWITCH/#13	01-11-62-6220		19.45
			02	WTR PRESSURE SWITCH/#13	80-00-62-6220		19.45
						INVOICE TOTAL:	38.90 *
	91277	04/03/14	01	HANDGUN RELIEF VALVE/#17	80-00-62-6220		122.77
						INVOICE TOTAL:	122.77 *
						CHECK TOTAL:	161.67
129457	STA8368	STAPLES ADVANTAGE					

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129457	STA8368	STAPLES ADVANTAGE					
	3228483883	04/11/14	01	MISC LEGAL PADS	01-07-61-6100		108.42
						INVOICE TOTAL:	108.42 *
	8028434221-02	01/18/14	01	TONER	01-03-61-6100		284.99
						INVOICE TOTAL:	284.99 *
						CHECK TOTAL:	393.41
129458	SUP998	SUPERIOR ASPHALT MATERIALS, LLC					
	20140200	04/03/14	01	10.43 TONS UPM 3/4-POTHLES	01-11-62-6262		1,272.46
						INVOICE TOTAL:	1,272.46 *
						CHECK TOTAL:	1,272.46
129459	TMG1113	THATCHER JOHN KAMIN					
	0372014A	04/09/14	01	VILLAGE BUSINESS VIDEO	01-06-62-6239		2,750.00
						INVOICE TOTAL:	2,750.00 *
						CHECK TOTAL:	2,750.00
129460	TRA31	TRAFFIC CONTROL PROTECTION INC					
	79653	04/02/14	01	10 STOP SIGNS	01-11-62-6264		354.30
						INVOICE TOTAL:	354.30 *
	79734	04/10/14	01	12 POSTMW/QR FIXED BASE	01-11-62-6264		1,348.08
						INVOICE TOTAL:	1,348.08 *
						CHECK TOTAL:	1,702.38
129461	UPS106	THE UPS STORE					
	140422	03/05/14	01	SHIPPING	01-07-61-6101		14.29
						INVOICE TOTAL:	14.29 *
						CHECK TOTAL:	14.29

4-6.10

INVOICES DUE ON/BEFORE 04/28/2014

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
129462	URB31	THE URBAN MUTT					
	50993	04/21/14	01	FOOD FOR DAK	27-00-68-6890		110.43
						INVOICE TOTAL:	110.43 *
						CHECK TOTAL:	110.43
129463	VER2550	VERIZON WIRELESS					
	9722968809	04/04/14	01	MARCH	01-07-62-6210		353.21
						INVOICE TOTAL:	353.21 *
	9723427480	04/12/14	01	APR CELL PHONE SVC	01-11-62-6210		215.06
			02	APR CELL PHONE SVC	50-00-62-6210		187.29
			03	APR CELL PHONE SVC	80-00-62-6210		12.54
			04	APR CELL PHONE SVC	01-06-62-6210		3.17
			05	APR CELL PHONE SVC	01-03-62-6210		41.61
			06	APR CELL PHONE SVC	01-12-62-6230		58.35
						INVOICE TOTAL:	518.02 *
						CHECK TOTAL:	871.23
129464	WAG251	WAGNER OFFICE MACHINES					
	76165	04/09/14	01	ATTEMPTED SHREDDER REPAIR	01-07-62-6220		65.00
						INVOICE TOTAL:	65.00 *
	76198	04/17/14	01	CLEAN;REPAIR HP4200 PRINTER	01-03-62-6220		420.00
						INVOICE TOTAL:	420.00 *
						CHECK TOTAL:	485.00
129465	WAR1015	BRADLEY WARBLE					
	140422	04/22/14	01	REFUND OVERPYMT VEH STICKER	50-00-52-5200		20.00
						INVOICE TOTAL:	20.00 *
						CHECK TOTAL:	20.00
						TOTAL AMOUNT PAID:	100,190.87

4-G.11

JOURNAL DATE: 04/24/14 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	172485	694 GALS ULS DIESEL	2,365.77	
02	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	172486	1900 GALS UNLEADED GAS	6,467.05	
03	01-02-61-6100	TOOLS & SUPPLIES	ACC7418	4695631248	CALENDAR REFILL/VILLAGE MGR	53.60	
04	01-02-62-6220	MTCE-EQUIPMENT	AIS6428	26997-2	IT CHARGE/MAR 2014	95.00	
05	01-03-61-6100	TOOLS & SUPPLIES	FIR/ADM	11275	CEILING AIR DIVERTERS	101.71	
06	01-03-61-6100	TOOLS & SUPPLIES	HIN6605	2478819-040414	4 BTLs. DRINKING WATER	45.04	
07	01-03-61-6100	TOOLS & SUPPLIES	SCH3128	D73898	'PAID' RUBBER STAMPERS	93.76	
08	01-03-61-6100	TOOLS & SUPPLIES	STAB368	8028434221-02	TONER	284.99	
09	01-03-61-6101	PRINTING, POSTAGE, & STATIONE	PRI9433	3114	20 FINAL BUDGET BOOKS	1,111.60	
10	01-03-62-6210	TELEPHONE FEES	VER2550	9723427480	APR CELL PHONE SVC	41.61	
11	01-03-62-6220	MTCE-EQUIPMENT	AIS6428	26997-2	IT CHARGE/MAR 2014	285.00	
12	01-03-62-6220	MTCE-EQUIPMENT	WAG251	76198	CLEAN/REPAIR HP4200 PRINTER	420.00	
13	01-03-62-6230	PROFESSIONAL SERVICES	SPE1	d11/13-29	DISCLOSURE FEE/FILING	793.75	
14	01-03-62-6232	AUDITING	SIK1415	182722	FY 13/14 AUDIT/PROGRESS PYMT	1,625.00	
15	01-04-62-6233	LEGAL-PROSECUTOR	FAL5	19982	MAR PROSECUTING SVCS	1,080.00	
16	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19983	CODE VIOL RE:MCCAREY TRUST	1,323.00	
17	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19984	PROS OF CHRISTENSEN & WALSH	94.50	
18	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19985	CODE VIOL@315 E FRANKLIN	823.50	
19	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19987	CODE VIOL@20 N SPRING	256.50	
20	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19988	CODE VIOL@124 S LA GRANGE RD	162.00	
21	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19990	CODE VIOL@46 N MADISON	499.50	
22	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19991	CODE VIOL@8 W BURLINGTON	391.50	
23	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19992	FORECL OF DEMO/235 WASHINGTON	1,012.50	
24	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19993	CODE VIOL@219 HAYES	391.50	
25	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19994	CODE VIOL@103 BRAINARD	189.00	
26	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19995	2007-2010 TAX RATE OBJECTION	270.00	
27	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19996	CODE VIOL@939 S ASHLAND	310.50	
28	01-04-62-6234	LEGAL-PROSECUTOR (OTHER)	FAL5	19997	CODE VIOL@328 EAST AVENUE	162.00	
29	01-06-62-6210	TELEPHONE FEES	VER2550	9723427480	APR CELL PHONE SVC	3.17	
30	01-06-62-6220	MTCE-EQUIPMENT	AIS6428	26997-2	IT CHARGE/MAR 2014	23.75	
31	01-06-62-6239	ECONOMIC DEVELOPMENT	MDG1113	0372014A	VILLAGE BUSINESS VIDEO	2,750.00	
32	01-07-60-6010	INSURANCE-HOSPITALIZATION	TMI1	4010-2	RTW EXAM/XING GRD MUTO	80.00	
33	01-07-60-6020	TRAINING & MEMBERSHIP	ITOA1400	14-04-15	7 ITOA MEMBERSHIPS	280.00	
34	01-07-60-6020	TRAINING & MEMBERSHIP	OHE1070	1421625	AMMO	3,245.00	
35	01-07-60-6021	UNIFORMS	LAN217	4053090	SHIRTS/J COLEMAN	229.75	
36	01-07-60-6021	UNIFORMS	OHE1070	1420328	SHIRTS;PANTS;BOOTS/CIMBALIST	622.78	
37	01-07-60-6021	UNIFORMS	OHE1070	1420750	LED LIGHTS/MONCIVALS	46.99	
38	01-07-60-6021	UNIFORMS	OHE1070	1421271	PANTS;TRAFFIC VEST/COMSTOCK	236.85	

JOURNAL DATE: 04/24/14 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-07-61-6100	TOOLS & SUPPLIES	ARA2525	2078503783	MAT & MOP SERVICE/FD	40.28	
40	01-07-61-6100	TOOLS & SUPPLIES	COM3002	140406	CABLE SERVICE/PD	84.58	
41	01-07-61-6100	TOOLS & SUPPLIES	STAB368	3228483883	MISC LEGAL PADS	108.42	
42	01-07-61-6101	PRINTING, POSTAGE, & STATIONE	PET4521	30389	RACIAL PROFILING PADS;STICKE	740.05	
43	01-07-61-6101	PRINTING, POSTAGE, & STATIONE	UPS106	140422	SHIPPING	14.29	
44	01-07-62-6210	TELEPHONE FEES	AND1662	54809	RESET VOICE MAILBOXES	155.00	
45	01-07-62-6210	TELEPHONE FEES	VER2550	9722968809	MARCH	353.21	
46	01-07-62-6220	MTCE-EQUIPMENT	AIS6428	26689	MAINTENANCE	1,211.25	
47	01-07-62-6220	MTCE-EQUIPMENT	BRO9545	14/03	MARCH VEHICLE WASHES	195.00	
48	01-07-62-6220	MTCE-EQUIPMENT	FUL5550	14/03	MAR SQUAD WASHES	42.80	
49	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	172525	OIL CHANGE/#526	24.78	
50	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	194005	OIL CHANGE/#500	55.99	
51	01-07-62-6220	MTCE-EQUIPMENT	WAG251	76165	ATTEMPTED SHREDDER REPAIR	65.00	
52	01-07-66-6605	COMPUTER EQUIPMENT	AIS6428	25535	VSPHERE ESSENTIALS 1YR	632.00	
53	01-07-66-6605	COMPUTER EQUIPMENT	AIS6428	26503	CHIEFS NEW COMPUTER	778.49	
54	01-07-66-6605	COMPUTER EQUIPMENT	AIS6428	27055	TROUBLESHOOT SOFTWARE	47.50	
55	01-09-60-6010	INSURANCE-HOSPITALIZATION	MID1	4010-2	PRE-EMPL EXAM/KONRAD	57.00	
56	01-09-60-6021	UNIFORMS	FIR245	12224	I SET INNOTEX GEAR/CAPT RAPP	1,932.00	
57	01-09-60-6021	UNIFORMS	SPE4835	11158	T-SHIRTS;POLO SHIRTSSHORTS	1,545.50	
58	01-09-61-6100	TOOLS & SUPPLIES	HOR60	166021	KWIK CLIPS	15.96	
59	01-09-61-6100	TOOLS & SUPPLIES	HOR60	166085	LIGHT BULBS;LUBE SPRAY	30.72	
60	01-09-61-6100	TOOLS & SUPPLIES	JL911	1179	RADIO PLATES	41.50	
61	01-09-62-6210	TELEPHONE FEES	NEX4181	665512518-146	MAR CALL SERVICE	144.40	
62	01-09-62-6220	MTCE-EQUIPMENT	AIS6428	26997-2	IT CHARGE/MAR 2014	356.25	
63	01-09-62-6220	MTCE-EQUIPMENT	AM8623	441124	DEF ADDITIVE/CO 1111	21.98	
64	01-09-62-6250	FIRE PREVENTION	PRI9433	3101	DISCR LISTS;INSPECTION FORMS	178.50	
65	01-09-62-6253	EMERGENCY MED. SUPPLIES	BOU2353	60616396	EMS SUPPLIES/TACTICAL BAG	162.09	
66	01-09-62-6253	EMERGENCY MED. SUPPLIES	BOU2353	81390027	EMS SUPPLIES FOR AMBULANCES	33.78	
67	01-09-66-6600	NEW EQUIPMENT	ESS941	2564	RESC HELMET;PARKA;PANTS;ETC	570.90	
68	01-09-66-6600	NEW EQUIPMENT	PRO5805	777370	CARHART COAT;OVERALL;HOOD	95.00	
69	01-09-66-6600	NEW EQUIPMENT	PRO5805	777371	ARCTIC HOOD;OVERALL	70.00	
70	01-10-62-6220	MTCE-EQUIPMENT	DON821	27047	INSTALL FLOOR DRAINS/PD	1,306.73	
71	01-10-62-6220	MTCE-EQUIPMENT	HOR60	165497	FASTENERS;DOWELS;HINGE PINS	7.56	
72	01-10-62-6220	MTCE-EQUIPMENT	JAC6642	58035	BOOT & SHOE SCRAPER/DWP	75.95	
73	01-10-62-6220	MTCE-EQUIPMENT	RIX470	145039	I/NET 7 SOFTWARE	1,210.00	
74	01-10-62-6221	MTCE-BUILDING	ARA2525	2078503782	MATS	34.73	
75	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	4010	RANDOM DRUG/ALCH TESTS	130.00	
76	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	4022-2	PRE-EMPL EXAM;DRUG-ALCH TEST	362.00	

4-G-12

DATE: 04/24/14
 TIME: 09:01:39
 ID: AP213000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL # AP-04241401

PAGE: 3
 F-YR: 14

JOURNAL DATE: 04/24/14 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
77	01-11-60-6021	UNIFORMS	ARA2525	2078503914	4/11/14 UNIFORM SERVICE	108.32	
78	01-11-60-6021	UNIFORMS	ARA2525	2078513023	4/18/14 UNIFORM SERVICES	62.32	
79	01-11-62-6210	TELEPHONE FEES	VER2550	9723427480	APR CELL PHONE SVC	215.06	
80	01-11-62-6220	MTCE-EQUIPMENT	AIS6428	26997-2	IT CHARGE/MAR 2014	451.25	
81	01-11-62-6220	MTCE-EQUIPMENT	AM8623	428109	2-5GAL HYDR FLUID/SHOP	92.10	
82	01-11-62-6220	MTCE-EQUIPMENT	AM8623	438221	GROMMET/#12	4.86	
83	01-11-62-6220	MTCE-EQUIPMENT	AM8623	483405	SIDE WINDOW DEFLECTORS/NEW T	144.97	
84	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5904717	OIL HOSE/#8	29.51	
85	01-11-62-6220	MTCE-EQUIPMENT	STA6520	91272	WTR PRESSURE SWITCH/#13	19.45	
86	01-11-62-6223	MTCE-STREET LIGHTS	ILST	41323	TSM 9 INTERSECTIONS	4,269.33	
87	01-11-62-6262	STREET REPAIRS	SUP998	20140200	10.43 TONS UPM 3/4-POTHOLES	1,272.46	
88	01-11-62-6264	STREET SIGNS/MARKERS	INF5350	5251	2-22X22 SIGNS	393.64	
89	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	79653	10 STOP SIGNS	354.30	
90	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	79734	12 POSTMW/QR FIXED BASE	1,348.08	
91	01-12-62-6230	PROFESSIONAL SERVICES	VER2550	9723427480	APR CELL PHONE SVC	58.35	
92	01-12-62-6272	POLICE & FIRE COMMISSION	MID1	4022	PRE-EMPL EXAM/MCDERMOTT	1,687.00	
93	01-12-62-6272	POLICE & FIRE COMMISSION	MID1	4022	PRE-EMPL EXAM/SOLIDAY	1,662.00	
94	01-12-62-6272	POLICE & FIRE COMMISSION	MID1	4022	PRE-EMPL EXAM/WESSENDORF	1,662.00	
95	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	PHI524	0020842	FUNERAL ARRGMT/CLK MILNE	160.95	
96	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	PHI524	0021635	FUNERAL ARRGMT/BRKFLD KETCHM	85.95	
97	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	017078-14/05	MAY HIGH SPEED INTERNET/DPW	129.90	
98	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	130848-14/05	MAY HIGH SPEED INTERNET/PD;F	139.85	
99	01-19-62-6230	PROFESSIONAL SERVICES	COM3001	130871-14/05	MAY HIGH SPEED INTERNET/VH	139.85	
100	01-19-68-6890	FLEXIBLE SPENDING ACCT.	PAY1080	121468-527004	APR 2014 FLEX SPENDING FEES	118.80	
101	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		55,809.66

FOREIGN FIRE INSURANCE TAX FUN							
102	22-00-66-6600	NEW EQUIPMENT	COM3001	140409	CABLE SERVICE/FD	99.14	
103	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		99.14

ETSB FUND							
104	24-00-62-6210	TELEPHONE	ATT911	14/847734606004	APR E911 LINE SVC:847 734-60	1,362.48	
105	24-00-62-6210	TELEPHONE	ATT911	14/847734606304	APR E911 LINE SVC:847 734-60	211.21	
106	24-00-66-6600	NEW EQUIPMENT	COM735	15277	2 PR 1500 MOTOROLA RADIOS	1,606.98	
107	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,180.67

DRUG ENFORCEMENT FUND

DATE: 04/24/14
 TIME: 09:01:39
 ID: AP213000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL # AP-04241401

PAGE: 4
 F-YR: 14

JOURNAL DATE: 04/24/14 ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
DRUG ENFORCEMENT FUND							
108	27-00-68-6890	CANINE UNIT	URB31	50993	FOOD FOR DAK	110.43	
109	27-00-68-6899	MISCELLANEOUS EXPENDITURES	MUN7330	9567	MARCH	650.00	
110	27-00-20-2001	DUE TO/FRM GENERAL FUND			ACCOUNTS PAYABLE OFFSET		760.43

CAPITAL PROJECTS FUND							
111	40-00-66-6604	STONE AVENUE STATION IMPR.	INF5350	5268	2 CLOSED SIDEWALK SIGNS	138.92	
112	40-00-66-6605	PED. SIGNAL IMPROVEMENTS	CRE424	4022016	FINAL PYMT/CCTV-TRAIN STN	19,090.00	
113	40-00-66-6644	NORTHEAST PLANNING AREA	KEN9575	20238	TRAFFIC SIGNAL STUDY/LG-OGDE	1,144.39	
114	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		20,373.31

WATER FUND							
115	50-00-52-5200	WATER SALES	WAR1015	140422	REFUND OVERPYMT VEH STICKER	20.00	
116	50-00-60-6010	INSURANCE-HOSPITALIZATION	MID1	4010	RANDOM DRUG/ALCH TESTS	110.00	
117	50-00-60-6020	TRAINING & MEMBERSHIP	FIR/DPW	200011323	WTR DISTR SYST OPS & MTC	212.00	
118	50-00-60-6021	UNIFORMS	ARA2525	2078503914	4/11/14 UNIFORM SERVICE	40.80	
119	50-00-60-6021	UNIFORMS	ARA2525	2078513023	4/18/14 UNIFORM SERVICES	40.80	
120	50-00-62-6210	TELEPHONE	VER2550	9723427480	APR CELL PHONE SVC	187.29	
121	50-00-62-6220	MAINTENANCE - WATER	AIS6428	26997-2	IT CHARGE/MAR 2014	380.00	
122	50-00-62-6220	MAINTENANCE - WATER	HOR60	165960	PADLOCK;FXD STPLR	11.98	
123	50-00-62-6232	AUDITING	SIK1415	182722	FY 13/14 AUDIT/PROGRESS PYMT	1,300.00	
124	50-00-66-6600	NEW EQUIPMENT	AIS6428	26107	CAMERA SYSTEM EQUIPMENT	4,185.85	
125	50-00-66-6600	NEW EQUIPMENT	FIR/DPW	0013	FENCE POST	85.00	
126	50-00-66-6691	MAINS	HDS9103	2333287	SMART POINTS;5/8 METERS	1,686.00	
127	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		8,259.72

PARKING FUND							
128	51-00-60-6021	UNIFORMS	LAN217	4053090	SHIRTS/ZICKUS	147.80	
129	51-00-61-6101	PRINTING,POSTAGE, & STATIONE	CAR7341	2613	REFILLS	399.84	
130	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078503914	FLOOR MATS/TRAIN STN	11.00	
131	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078513023	FLOOR MATS/TRAIN STATION	11.00	
132	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	NIC5407	140423	FEB-MAR GAS SVC:TRAIN STATIO	1,980.60	
133	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	NIC5407	140423	APR GAS SVC:TRAIN STATION	576.54	
134	51-00-62-6230	PROFESSIONAL SERVICES	FAL5	19982	MAR PROSECUTING SVCS	120.00	
135	51-00-62-6232	AUDITING	SIK1415	182722	FY 13/14 AUDIT/PROGRESS PYMT	162.50	
136	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078503914	FLOOR MATS/PARKING DECK	5.50	

4-6.13

DATE: 04/24/14
 TIME: 09:01:39
 ID: AP213000.WOW

VILLAGE OF LA GRANGE
 DISTRIBUTION JOURNAL # AP-04241401

PAGE: 5
 F-YR: 14

JOURNAL DATE: 04/24/14

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
PARKING FUND							
137	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078513023	FLOOR MATS/PARKING DECK	5.50	
138	51-00-62-6280	MTCE. PARKING GARAGE	CLO2784	5405	MAY	295.00	
139	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		3,715.28
EQUIPMENT REPLACEMENT FUND							
140	60-00-66-6614	EQUIP REPLACEMT-POLICE	AIS6428	26997	ARBITRATOR SETUPS	2,090.00	
141	60-00-66-6614	EQUIP REPLACEMT-POLICE	CAR4981	14-217	3 VEH/REMOVE STRIPING-LETTER	900.00	
142	60-00-66-6617	EQUIP REPLACEMT-WATER	FUN802	87533	2014 AMERICAN TRAILER/LANDSC	2,426.00	
143	60-00-66-6617	EQUIP REPLACEMT-WATER	REG255	41881	WOODBINE TOMMY GATE	2,239.00	
144	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		7,655.00
SEWER FUND							
145	80-00-60-6021	UNIFORMS	ARA2525	2078503914	4/11/14 UNIFORM SERVICE	10.20	
146	80-00-60-6021	UNIFORMS	ARA2525	2078513023	4/18/14 UNIFORM SERVICES	10.20	
147	80-00-62-6210	TELEPHONE	VER2550	9723427480	APR CELL PHONE SVC	12.54	
148	80-00-62-6220	MTCE-EQUIPMENT	STA6520	91272	WTR PRESSURE SWITCH/#13	19.45	
149	80-00-62-6220	MTCE-EQUIPMENT	STA6520	91277	HANDGUN RELIEF VALVE/#17	122.77	
150	80-00-62-6232	AUDITING	SIK1415	182722	FY 13/14 AUDIT/PROGRESS PYMT	162.50	
151	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		337.66
INTERFUND SUMMARY							
152	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	99.14	
153	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	3,180.67	
154	01-00-20-2027	DUE TO/FRM ASSET FORFEITURE			ACCTS PAYABLE INTERFUND OFFS	760.43	
155	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	20,373.31	
156	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	8,259.72	
157	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	3,715.28	
158	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMEN			ACCTS PAYABLE INTERFUND OFFS	7,655.00	
159	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	337.66	
160	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		44,381.21
TOTALS:						144,572.08	144,572.08

4-G.14

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Department of Public Works

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **ORDINANCE – PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA (SSA) / SIDEWALKS ON THE 700 BLOCK OF 12TH AVENUE**

Residents on the 700 block of 12th Avenue have expressed an interest in constructing sidewalks on their block through the creation of a Special Service Area (SSA). This block is within the neighborhood area referred to as Planning Area 3 in the Village's Policy for Improving Unimproved Streets. This policy was adopted to equitably address the matter of bringing unimproved streets up to current design standards. The adopted policy is intended to incentivize road, sidewalk and drainage improvements within those neighborhoods by offering a 50/50 cost-sharing arrangement.

In January 2014, the Village received a petition for sidewalk improvements for the 700 block of 12th Avenue. Of the twelve properties adjacent to the proposed improvements, eight support the addition of sidewalks on this block.

The project area consists of all properties on the east and west side of the 700 block of 12th Avenue, including frontage on the south side of 49th Street. The area is generally bounded by 49th Street to the north, and 50th Street to the south. The scope of work for the project consists of the installation of a new 5' concrete sidewalk, tree removal, parkway restoration and other related work.

In April 2014, an agreement with Baxter and Woodman was executed to complete the preliminary design engineering and cost estimates for the project. We anticipate this work will be completed in August 2014.

The next step in the process would be for the Village Board to adopt an ordinance proposing the establishment of a Special Service Area (in this case, it would be SSA#8) and setting a date for a public hearing, at which time the scope and nature of the Special Service Area can be presented and affected property owners could comment. The proposing ordinance is attached for your consideration and contains the following provisions:

1. Project Area Boundaries - The project area consists of all properties on the east and west side of the 700 block of 12th Avenue, including frontage on the south side of 49th Street. The area is generally bounded by 49th Street to the north, and 50th Street to the south. A location map of the project area is attached for your reference.

Ordinance – Proposing the Establishment of a Special Service Area (SSA)
 Sidewalks on the 700 Block of 12th Avenue
 Board Report – April 28, 2014 – Page 2

2. Public Hearing - A public hearing will be scheduled for Monday, July 14, 2014 at 7:30 p.m. in the Village Hall Auditorium.

3. Amount of Tax – The proposed total tax is \$50,000 for all properties combined, with \$10,000 levied each year across all of the properties based on equalized assessed valuation. The \$50,000 total tax is based on an estimated total cost of the project of \$100,000. Pursuant to the Village’s unimproved street policy, the Village’s share of the cost is 50 percent—the other \$50,000. As provided in the recently approved budget, funding for this project will be through the Capital Projects Fund. The property owners will then pay off their portion of the project to the Village for a period up to five years. Property owners may pre-pay their taxes, which would save them the annual interest cost.

4. Term – Proposes the maximum term for Special Service Area #8 to be five years.

Assuming enactment of the proposed ordinance is not delayed, a 60-day waiting period begins at the close of the public hearing during which affected property owners and electors can file objections and potentially defeat the SSA. The deadline for filing a petition objecting to the creation of this Special Service Area would be September 12, 2014, if the public hearing closes as scheduled. Assuming the Special Service Area is not defeated, the Village Board could adopt an enabling ordinance at its next regular meeting thereafter, which is September 22.

We anticipate the following schedule for the project based on the expected Board meeting schedule and required milestones for creating a SSA.

Activity	Date
Resident petition submitted to Village expressing interest in the creation of a SSA.	Completed
Approval of engineering agreement for design of sidewalks	Completed
Completion of preliminary engineering plans and cost estimates	April, 2014
Proposing Ordinance for SSA (Authorizes notice of public hearing)	April 28, 2014
Notice of Public Hearing	May 7, 2014
Public Hearing (Not less than 60 days after the passage of the proposing ordinance)	July 14, 2014
Establishing Ordinance for SSA (Minimum of 60 days after Public Hearing)	September 22, 2014
Recording of Establishing Ordinance (Within 60 days after adoption by Board)	September, 2014

Ordinance – Proposing the Establishment of a Special Service Area (SSA)
 Sidewalks on the 700 Block of 12th Avenue
 Board Report – April 28, 2014 – Page 3

Complete detailed engineering plans and specifications	August, 2014
Notice to bidders	September 10, 2014
Bid opening	October 1, 2014
Board approval	October 13, 2014
Construction	October, 2014

The proposed FY2014-15 Capital Projects budget includes \$100,000 for the project. The estimated cost to construct the sidewalks is \$100,000, which includes the projected cost of engineering services, construction and legal services.

The current budget for the project is as follows:

Neighborhood Sidewalks – SSA - 700 Block of 12th Avenue	BUDGET
Expenses	
Engineering	
Design Engineering	10,800
Construction Engineering	8,000
Subtotal	18,800
Construction (Estimated)	79,000
Legal Services (Estimated)	2,200
Total	100,000
Funding Sources	
Capital Projects FY2014-15 (Includes Resident's Portion)	100,000
Total	100,000

In summary, staff recommends that the attached proposing ordinance as the next step in establishing a Special Service Area for the 700 block of 12th Avenue be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE PROPOSING THE ESTABLISHMENT
OF VILLAGE OF LA GRANGE SPECIAL SERVICE AREA NUMBER 8
FOR 12th AVENUE SIDEWALKS

WHEREAS, the Village of La Grange is authorized to establish special service areas for the purpose of providing special services to designated areas within its boundaries under Article VII, Section 6 of the Illinois Constitution and 35 ILCS 200/27-5 *et seq.* (the “SSA Law”); and

WHEREAS, Village representatives have met with owners of real property in the 700 block of South 12th Avenue regarding the Village’s proposed establishment of a special service area including all properties on the east and west sides of 12th Avenue for the purposes of constructing new concrete sidewalk, tree removal, parkway restoration, and related work (the “*Special Services*”); and

WHEREAS, the property to be included within the proposed special service area are commonly known as 700, 701, 707, 710, 711, 714, 720, 729, 730, 731, and 750 South 12th Avenue and 1201 East 50th Street and are legally described on Exhibit A attached to and by this reference incorporated into this Ordinance (the “*Subject Property*”); and

WHEREAS, all of the Subject Property is located within the Village’s corporate limits; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that it is in the best interest of the Village and its residents to propose the establishment of the Village of La Grange Special Service Area Number 8 (“SSA No. 8”) and to conduct a public hearing under Section 27-35 of the SSA Law to consider the establishment of SSA No. 8 for the purpose of providing the Special Services to the Subject Property;

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 herein as findings of the President and Board of Trustees.

Section 2. Findings. The President and Board of Trustees find as follows:

A. Under to Section 27-20 of the SSA Law, the corporate authorities of the Village are proposing the establishment of SSA No. 8.

B. It is in the public interest that the President and Board of Trustees consider the creation of SSA No. 8 for the Subject Property.

C. The Subject Property within the proposed SSA No. 8 is contiguous as required by the SSA Law and as depicted on the map of the Subject Property attached to and by this reference incorporated into this Ordinance as Exhibit B.

D. The Subject Property will benefit specially from the provision of the Special Services to the Subject Property. The proposed Special Services will provide the Subject Property with safe sidewalks and related amenities.

Section 3. Proposal. In its determination of the need to promote the public health, safety, and welfare of the Village and its residents, the President and Board of Trustees hereby propose the establishment of SSA No. 8 to provide the Special Services to the Subject Property.

Section 4. Public Hearing. Pursuant to Section 27-35 of the SSA Law, a public hearing will be held on July 14, 2014, at 7:30 p.m., in the Board Room of the La Grange Village Hall, 53 South La Grange Road, La Grange, Illinois, to consider establishing SSA No. 8. At the hearing, the Village will consider the imposition or levy by the Village of a tax on the Subject Property sufficient to produce revenues to provide the Special Services to the Subject Property. The maximum rate of such taxes to be extended in any year for constructing sidewalks and the related and appurtenant work and facilities under this Ordinance within proposed SSA No. 8 will not exceed the amount necessary to produce total revenue of \$10,000 each year, plus interest at a rate not to exceed 5 percent per year, for five years, to be allocated and levied on all zoning lots within the Subject Property on the basis of equalized assessed valuation (the "SSA Construction Levy"). The maximum total amount of the SSA Construction Levy will not exceed \$50,000. Owners of each zoning lot have the right to prepay the SSA Construction Levy, subject to their payment of any additional costs to the Village related to the documentation of that prepayment, including attorneys' fees.

Section 5. Notice of Hearing. Pursuant to the SSA Law, the Village Manager is directed to ensure that notice of the public hearing is published at least 15 days prior to the date scheduled for the commencement of the public hearing in the Suburban Life or any newspaper of general circulation within the Village. In addition, the Village Manager is directed to ensure that notice by public mailing in the United States mail is given not less than 10 days prior to the time set for public hearing in the manner required by the SSA Law.

Section 6. Objections. If a petition signed by at least 51 percent of the electors residing within the Subject Property and at least 51 percent of the owners of record of property within the Subject Property is filed with the Village Clerk within 60 days after the adjournment of the public hearing, objecting to the establishment of SSA No. 8, then SSA No. 8 will not be established.

Section 7. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner required by law.

PASSED this ____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2014.

Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

#29374036_v1

EXHIBIT A

LEGAL DESCRIPTIONS

700 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-007

LOT 1 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

710 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-008

LOT 2 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

714 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-009

LOT 3 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

720 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-010

LOT 4 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

730 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-011

LOT 5 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

750 S. 12TH AVENUE, LA GRANGE, ILLINOIS

PIN # 18-09-215-012

LOT 6 IN BLOCK 2 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

701 S. 12TH AVENUE, LA GRANGE, ILLINOIS
PIN # 18-09-216-001
LOT 12 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

707 S. 12TH AVENUE, LA GRANGE, ILLINOIS
PIN # 18-09-216-002
LOT 11 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

711 S. 12TH AVENUE, LA GRANGE, ILLINOIS
PIN # 18-09-216-003
LOT 10 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

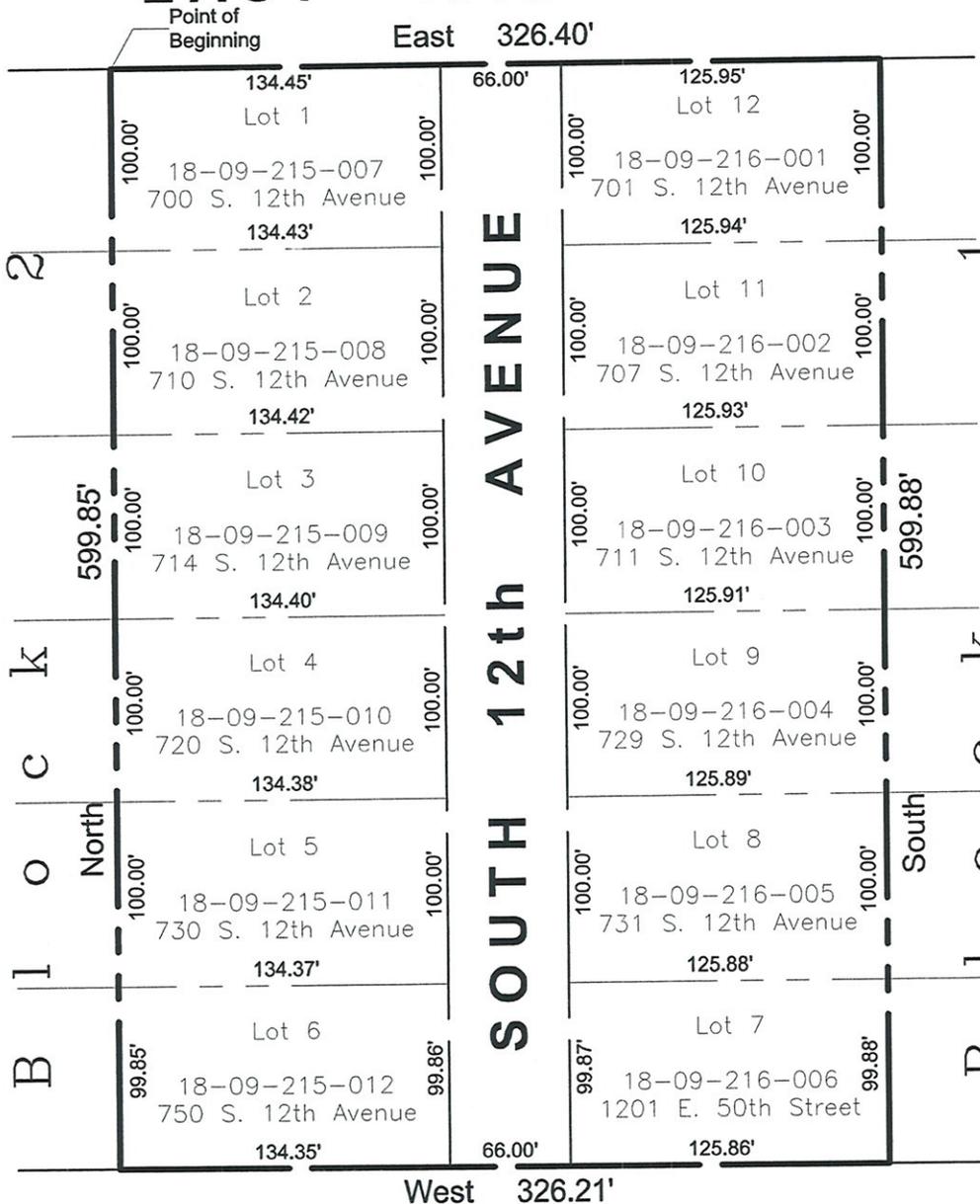
729 S. 12TH AVENUE, LA GRANGE, ILLINOIS
PIN # 18-09-216-004
LOT 9 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

731 S. 12TH AVENUE, LA GRANGE, ILLINOIS
PIN # 18-09-216-005
LOT 8 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1201 E. 50TH STREET, LA GRANGE, ILLINOIS
PIN # 18-09-216-006
LOT 7 IN BLOCK 1 IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST
HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

EAST 49th STREET



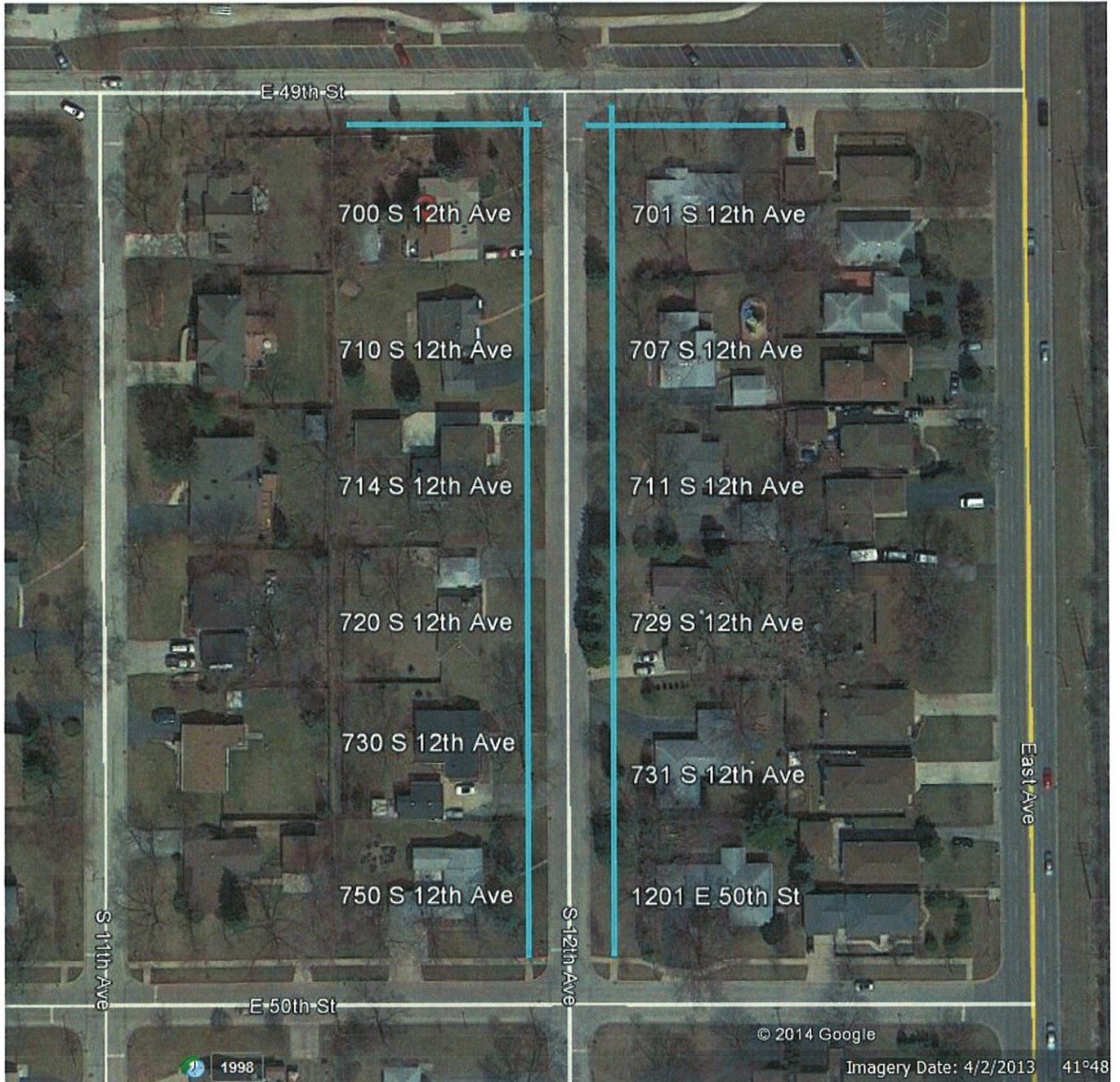
LEGAL DESCRIPTION

LOTS 7 THRU 12 IN BLOCK 1 AND LOTS 1 THRU 6 IN BLOCK 2, IN LEITCHMOOR, A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2, SAID CORNER ALSO BEING ON THE SOUTH LINE OF EAST 49TH STREET; THENCE EAST ALONG THE SOUTH LINE OF EAST 49TH STREET, 326.40 FEET TO THE NORTHEAST CORNER OF LOT 12 IN BLOCK 1; THENCE SOUTH ALONG THE EAST LINE OF LOTS 12 THRU 7 IN BLOCK 1, 599.88 FEET TO THE SOUTHEAST CORNER OF LOT 7 IN BLOCK 1, SAID CORNER ALSO BEING ON THE NORTH LINE OF EAST 50TH STREET; THENCE WEST ALONG THE NORTH LINE OF EAST 50TH STREET, 326.21 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2; THENCE NORTH ALONG THE WEST LINE OF LOTS 6 THRU 1 IN BLOCK 2, 599.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

5-A.6c

EXHIBIT B

MAP OF SUBJECT PROPERTY



5-A.7

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Robert Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager
Mark Burkland, Village Attorney

DATE: April 28, 2014

RE: **ORDINANCE – AMENDING LA GRANGE CODE OF ORDINANCES
REGARDING ABANDONED, FERAL, AND WILD ANIMALS**

The Village's Code of Ordinances currently includes nuisance provisions that the Village applies from time to time to address general complaints of many types.

After thorough consideration of the issues related to feral and wild animals as directed by the Village Board, Staff has concluded that specific nuisance-type regulations regarding the feeding and sheltering of wild and feral animals is necessary for the Village to efficiently and effectively address the issues that have arisen recently and might arise in the future.

After considerable research of feral and wild animal regulations in other jurisdictions, Staff and the Village Attorney have written a new section for the Code of Ordinances titled "Abandoned, Feral, and Wild Animals." The new section includes the following standards, which Staff recommends for approval by the Village Board:

1. Defines a feral animal as existing in a wild or untamed state, abandoned, or otherwise not under the regular care of a particular owner or caretaker.
2. Prohibits the feeding of any feral animal, except under specific circumstances noted in the next paragraph.
3. Allows the feeding of a feral animal if the following conditions are met: (a) the animal is a cat and is spayed or neutered and (b) the food is placed in one container only and that container (i) can hold only ½ cubic foot of food, (ii) is located at least three feet above ground level, (iii) is emptied of food daily, and (iv) is located not less than 10 feet from the lot line and 20 feet from any dwelling unit.
4. Prohibits the sheltering of feral animals except feral cats if the following conditions are met: (a) only three feral cat shelters are allowed on a property with a limit of nine cats at any time, (b) the shelter must be a box or container, with a defined

opening for entry, that comfortably holds no more than three cats, (c) the shelter cannot be located closer than 10 feet of any zoning lot line, and (d) no makeshift or other type of shelter is allowed.

5. Declares it is nuisance to feed or shelter a feral animal other than in the manner provided by the Code of Ordinances.
6. Assigns enforcement responsibility to the Community Development Department.

The proposed amendments provide more specific authority to enforce the prohibition on feeding nuisance wildlife while also allowing for the humane treatment of stray, feral, and abandoned cats by permitting them to be fed and sheltered under specific standards.

The proposed amendments also continue to give the Village the flexibility to use specialized resources such as RRR Pets, which is licensed to trap, neuter, and release feral cats through a structured program adopted by Cook County in 2007.

Finally, compliance with the regulations will make our residential areas less attractive to hungry wildlife.

If the Village Board approves the proposed ordinance, then all of the amendments would go into effect immediately.

We recommend that the attached ordinance amending the Village Code regarding abandoned, feral, and wild animals be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LA GRANGE CODE OF ORDINANCES
REGARDING ABANDONED, FERAL, AND WILD ANIMALS

WHEREAS, under the Illinois Vector Control Act, 410 ILCS 95/1, certain animals are defined as pests; and

WHEREAS, under various sections of the Illinois Municipal Code the Village has the authority to regulate the feeding or keeping of abandoned, feral, or wild animals or as may be necessary or expedient to promote public health, safety, and welfare, to suppress diseases, and to prevent and abate nuisances; and

WHEREAS, the Village has received complaints from time to time from residents about abandoned, feral, and wild animals.; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have determined that it is in the appropriate and in best interests of the Village to regulate the feeding and sheltering of abandoned, wild, and feral animals as provided in this Ordinance in order to protect the public health and safety;

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

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

Section 2. Amendment of Code of Ordinance Chapter 98. Chapter 98, titled "Nuisances; Weeds," of the La Grange Code of Ordinances is hereby amended to change the title of Chapter 98 to "Nuisances" and to add to Chapter 98 the following new Section 98.11, titled "Abandoned, Feral, and Wild Animals" as follows:

§ 98.11 Abandoned, Feral, and Wild Animals

(A) *Findings*

(1) Abandoned, feral, and wild animals, when they congregate within the Village's corporate limits, may pose a danger to the health safety and welfare of Village residents and guests and may cause damage to property in and near where they are congregating.

(2) The feeding of abandoned, feral, and wild animals causes them to congregate.

(3) Abandoned, feral, and wild animals can carry or otherwise assist in the spread of certain diseases including among others histoplasmosis and cryptococcosis, which can infect human beings through physical contact with the animals or their droppings.

(B) *Definitions.* For the purposes of this Chapter, the following words and terms have the meanings set forth in this Section:

Food means any edible substance that can be consumed by an animal as nourishment, including without limitation (a) bird feed, corn, or any similar substance, (b) cat food, dog food, farm animal food, or any other commercially available food marketed for animals, and (c) food scraps.

Feed or *Feeding* means the spreading, casting, laying, setting, depositing, or dumping of food on any property within the Village with the intent to feed a Feral Animal or in a manner that could reasonably be expected to attract a Feral Animal.

Outdoor Animal Feeding Container means a receptacle, feeder, or other containment (a) designed for the feeding of animals outdoors, (b) that holds only ½ cubic foot of food or less, and (c) that is fastened in a fixed location.

Feral means existing in a wild or untamed state, or having returned to an untamed state from domestication, or having been abandoned or otherwise not under the regular care of a particular owner or caretaker.

Feral Animal means any feral cat, dog, gopher, chipmunk, squirrel, ground hog, rabbit, mole, field mouse, rat, eagle, pigeon, raccoon, opossum, coyote, fox, muskrat, snake, beaver, skunk, bobcat, badger, deer, bat, vole, or similar animal.

Feral Cat Shelter means a small, moveable bin, box, or similar container that can comfortably hold not more than three cats. See Subsection 98.11F.

(C) *Feeding prohibited.* No person may feed, or allow the feeding on his or her property of, any Feral Animal within the corporate limits of the Village, except as allowed in Subsection C of this Section 98.

(D) *Exceptions to feeding prohibition.* It is permissible for a person to feed a Feral Animal on property owned by that person so long as all of the following conditions are met:

(1) *Neutering, Spaying, and Vaccinating.* If the Feral Animal is a cat that has been neutered or spayed and vaccinated against rabies.

(2) *Placement of Food.* The food must be placed only within an Outdoor Animal Feeding Container.

(3) *One Container Only.* Only one Outdoor Animal Feeding Container is permitted on any zoning lot.

(4) *Location.* No Outdoor Animal Feeding Container may be located within 10 feet of any zoning lot line or within 20 feet of any building that includes a dwelling unit, as that term is defined in the La Grange Zoning Code, except a dwelling unit on the same lot as the Outdoor Animal Feeding Container.

(5) *Placement Above Ground.* Every Outdoor Animal Feeding Container must be located at least three feet above ground level.

(6) *Clearing.* The ground area within a six-foot-diameter circle centered underneath an Outdoor Animal Feeding Container must be kept entirely clear of brush, leaves, and other clutter and must be cleared of all food on a daily basis.

(E) *Sheltering Prohibited.* Sheltering of Feral Animals is prohibited at all times on all property classified in a residential zoning district, except only for Feral Cat Shelters under Subsection 98.11F.

(F) *Feral Cat Shelters.*

(1) *Limit of Three Shelters.* A property owner may keep not more than three Feral Cat Shelters on her or his property.

(2) *Limit of Nine Cats.* A property owner may shelter not more than nine cats at any time.

(3) *Location.* No Feral Cat Shelter may be located within 10 feet of any zoning lot line.

(4) *Permitted Feral Shelters.* A Feral Cat Shelter may be constructed or may be an adaptation of a plastic clothing bin, rigid cardboard box, Styrofoam cooler, or similar container with a defined opening for entry.

(5) *Prohibited Types of Sheltering.* All of the following means of sheltering are prohibited:

(i) Sheltering within a building or any structure other than a Feral Cat Shelter.

(ii) A Feral Cat Shelter that is affixed to a building or the ground or is otherwise not immediately moveable.

- (iii) A makeshift shelter of any kind, such as skirting around an object; tires; overturned furniture; a plastic swimming pool or other object;
- (iv) A Feral Cat Shelter that is larger than necessary for sheltering three feral cats.

(G) *Nuisance declared.* It is hereby declared a nuisance for any person to engage in the Feeding of any Feral Animal or the sheltering of any Feral Animal other than in a manner that complies fully with all of the provisions of this Chapter.

(H) *Enforcement; Penalty.* The Community Development Director is primarily responsible for the enforcement of the provisions of this Section 98.11. The penalty for violating any provision of this Section 98.11 is a fine of not less than \$75.00 nor more than \$750.00. Every day on which a violation exists or continues constitutes a separate violation subject to a separate penalty.

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

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED this _____ day of _____ 2014.

Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **APPROVAL OF CHANGE ORDER – STONE AVENUE TRAIN
STATION RENOVATION PROJECT**

On September 23, 2013, the Village Board awarded a contract to Boller Construction Company for the Stone Avenue Train Station Renovation Project. Significant progress has been made on this project over the last several months, primarily related to the roof, gutter, downspouts, fascia, beadboard, and tuckpointing. Electrical work is substantially complete. The excavation of the Burlington Avenue driveway and approaches to the front of the station has begun. The project is still planned to be substantially completed by May 31.

The current budget for this project is \$919,000, which is funded primarily with funds from two grants.

At the time the Boller contract was approved, the Village Board was advised that budget constraints did not allow for the acceptance of any of the 13 alternate bid items, but also that the Village would consider undertaking some of the alternates if funding became available.

Specifically, the Village was awaiting a decision regarding an award of CMAQ grant funding as well as a proposed RTA grant match for related pedestrian and mobility improvements in the vicinity of the Station. Since that time, the Village has received both the CMAQ grant and grant match from RTA, in the total amount of \$385,100.

The original base plans for the Station renovation called for a significant redesign of the Hillgrove Avenue drop off area, relocating the drop off to the east edge of the platform and converting the existing area into short-term parking. The plan also called for enhanced bicycle parking adjacent to the existing outbound shelter and the removal of the handicapped ramp. As a result of budget constraints, these plans were shifted from the base project to an alternate bid item. Notably, these plans were submitted and accepted for funding under the CMAQ program.

As detailed in previous reports, certain renovation elements in the base bid, such as removal of the existing ramp, replacement of the stairs, and installation of the new rails and fencing,

can now be removed from the base contract because they will be addressed with the new CMAQ funding.

Removal of these elements from the base contract is a savings for the Village under the contract, calculated by Boller and accepted by our architect and engineer in the amount of \$35,155. In addition, some work south of the Station also will be removed from the base contract to provide additional space for bike parking under CMAQ. This credit is calculated at \$1,040.

The total credit provided by Boller for this work therefore is \$36,195.

The Village also has \$68,018 from the West Suburban Mass Transit District that is available to use for the Stone Avenue Train Station Renovation Project. These funds, along with the Boller credit, provide the Village with a total of \$104,213 which can be used to select alternate items.

The following list provides a description of each alternate element being considered and the amount Boller bid on that element.

- | | |
|--|---------------------------|
| 1. Sandblast existing paint finish and paint outbound platform structure (includes required lead paint mitigation) | \$45,252* |
| 2. Redesign of the Hillgrove Avenue shelter and Hillgrove parking in lieu of kiss and ride | \$169,000 (CMAQ eligible) |
| 3. Built in custom benches in the Station | \$39,800 |
| 4. Station interior renovations / plaster / paint / tile repair | \$29,064* |
| 5. Terrazzo tile repair | \$18,893 |
| 6. Replace windows | \$30,203 |
| 7. Concrete drive on Burlington in lieu of asphalt | \$6,000 |
| 8. Masonry and wood custom historic signage | \$36,669 |
| Wood custom historic signage (no masonry sign) | \$6,342 |
| 9. Built in masonry integrated magazine rack | \$29,600 |
| 10. Toilet Room | \$46,000 |
| 11. Brick pavers under station canopy in lieu of concrete | \$49,000 |
| 12. Copper gutters and downspouts in lieu of aluminum | \$16,000 (eliminated) |

13. Slate shingles in lieu of polymeric roof tile system \$13,000 (eliminated)

Although all of the improvements identified above are desirable, when the Village Board approved the contract with Boller the Board also approved the addition of Alternate items 1 and 4 above (marked with asterisks) to the project by change order if sufficient funds became available. Alternate item 2 is the work that will be generally undertaken using CMAQ funding. Items 12 and 13 cannot be considered because the base contract work on them has been completed.

Therefore, staff recommends adding to the contract Items 1 and 4 (totaling \$74,316) and also Item 7 (concrete drive) in the amount of \$6,000 and Item 8 (wood sign) in the amount of \$6,342, for a total of \$86,658. Of the funds remaining, \$10,000 would be allocated for enhanced landscaping primarily in the front of the Station, while the rest would be used for contingencies such as flagging costs and other unforeseen conditions as identified by the Village Manager within his purchasing authority in a total amount not to exceed \$7,555.

While the selection of the alternates does increase the overall project budget by \$68,018, the costs that are in addition to the credit provided by Boller are proposed to be paid for with available West Suburban Mass Transit District funds. No additional expenditures by the Village are anticipated.

The budget for this project would be amended as follows:

Stone Avenue Train Station Renovation	
Expenses	
Architectural / Engineering	100,708
Contingencies (flaggers)	64,330
Construction Contract	919,000
Change Order – Sandblast / Paint outbound shelter	45,252
Change Order – Station interior renovations	29,064
Change Order – concrete drive in lieu of asphalt	6,000
Change Order – wood custom historic sign	6,342
Change Order – landscaping	10,000
Change Orders – flagging, unforeseen circumstances	7,555
Boller Work (Credit)	(36,195)
Total	1,152,056
Revenues	
Federal initiative (Congressman Lipinski)	700,000
WSMTD – Stone Avenue	385,000
WSMTD – reserve funds	68,018
Total	1,153,018

If this additional work is approved, the work will be scheduled by the contractor with no anticipated extension to the project timeline.

In summary, it is our recommendation that the Village Board approve a change order with Boller Construction Company in the amount of \$104,213 to sandblast the existing paint finish and paint the outbound platform structure; perform station interior renovations including plaster work, painting and tile repair; upgrade the planned asphalt driveway on Burlington Avenue to concrete; and provide a custom wood sign on the south platform. Staff also requests that the Village Board authorize the Village Manager to approve individual change orders for unforeseen conditions within his purchasing authority in a total amount not to exceed \$7,555.



CONTRACT MODIFICATION COST WORKSHEET

CM # 12

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY:		Boller Construction Co. Inc.		K00479		
CONTACT PERSON:		Robert Boller		PROJECT NUMBER		
STREET:		3045 Washington		4474		
CITY, STATE, ZIP:		Waukegan, IL 60085		PROJECT NAME		
TELEPHONE:		847-862-5566		METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Omit all demo , excavation, concrete, paving, and fencing at outbound platform North side of tracks						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
Reilley Excavation	1	ea	(\$3,612.00)			\$ (3,612.00)
Carrera Concrete	1	ea	(\$975.00)			\$ (975.00)
Norther III Fence	1	ea	(\$9,808.00)			\$ (9,808.00)
Boller credit brick paver	1	ea	(\$3,200.00)			\$ (3,200.00)
Boller credit foundation wall	1	ea	(\$13,539.00)			\$ (13,539.00)
Boller credit paving	1	ea	(\$720.00)			\$ (720.00)
						\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	0	0	\$0.00			\$ -
CARPENTER	0	0	\$0.00			\$ -
						\$ -
						\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
	1					\$ -
						\$ -
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	(\$48.00)			\$ (48.00)
preformance bond	1	ea	(\$319.00)			\$ (319.00)
add hand rail	1	ea	\$261.90			\$ 261.90
						\$ -
SUB-TOTAL = \$						(31,959.10)
SUBTOTAL:		MARK-UPS:			TOTAL COST	
(\$31,959.10)		10% ON SUB-CONTR. WORK = (\$3,195.91)			(\$35,155.01)	
		0% ON GEN. CONTR. WORK = \$0.00				
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.4



CONTRACT MODIFICATION COST WORKSHEET

CM # 17

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY: Boller Construction Co. Inc.				K00479		
CONTACT PERSON: Robert Boller				PROJECT NUMBER		
STREET: 3045 Washington				4474		
CITY, STATE, ZIP: Waukegan, IL 60085				PROJECT NAME		
TELEPHONE: 847-662-5566				METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Credit 28' type B curb, credit demo of asphalt walk, credit asphalt walk and add block step or add landscape at transition to bike rake slab.						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
Carrera curb credit	-28	lf	\$30.00			\$ (840.00)
Boller credit asphalt walk	-18	sy	\$16.70			\$ (300.60)
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	0	0	\$108.47			\$ -
CARPENTER	0	0	\$106.47			\$ -
Laborer	1	1	\$92.85			\$ 92.85
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
	0	ea	\$0.00			\$ -
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	-1	ea	\$5.00			\$ (5.00)
performance bond	-1	ea	\$10.00			\$ (10.00)
add block	1	ea	\$117.30			\$ 117.30
SUB-TOTAL = \$						(945.45)
SUBTOTAL: \$ (945.45)		MARK-UPS:		TOTAL COST		
		10% ON SUB-CONTR. WORK = (\$94.55)				
		10% ON GEN. CONTR. WORK = \$0.00				
				(\$1,040.00)		
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

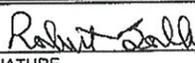
Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.5



CONTRACT MODIFICATION COST WORKSHEET

CM # 13

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY:		Boller Construction Co. Inc.		K00479		
CONTACT PERSON:		Robert Boller		PROJECT NUMBER		
STREET:		3045 Washington		4474		
CITY, STATE, ZIP:		Waukegan, IL 60085		PROJECT NAME		
TELEPHONE:		847-662-5566		METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Revised alternate #1 with present cost increases. Outbound Platform Canopy Painting.						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
Soutsos sandblast	1	ea	\$20,000.00			\$ 20,000.00
Durango painting	1	ea	\$10,800.00			\$ 10,800.00
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	1	12	\$108.47			\$ 1,301.64
CARPENTER	0	0	\$106.47			\$ -
Laborer	2	32	\$92.85			\$ 5,942.40
						\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
sand blast equipment	1	ea	\$1,900.00			\$ 1,900.00
						\$ -
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$57.00			\$ 57.00
preformance bond	1	ea	\$455.00			\$ 455.00
visqueen	2	roll	\$181.07			\$ 362.14
temp fence	1	ea	\$320.00			\$ 320.00
SUB-TOTAL =						\$ 41,138.18
SUBTOTAL:		MARK-UPS:		TOTAL COST		
\$ 41,138.18		10% ON SUB-CONTR. WORK =		\$4,113.82		
		10% ON GEN. CONTR. WORK =		\$0.00		
				\$45,252.00		
ROBERT BOLLER					21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.6



CONTRACT MODIFICATION COST WORKSHEET

CM # 14

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY:		Boller Construction Co. Inc.		K00479		
CONTACT PERSON:		Robert Boller		PROJECT NUMBER		
STREET:		3045 Washington		4474		
CITY, STATE, ZIP:		Waukegan, IL 60085		PROJECT NAME		
TELEPHONE:		847-662-5566		METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Revised alternate #4 with present cost increases. Train Station Interior Renovations.						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
Rasco - clean brick	1	ea	\$3,500.00			\$ 3,500.00
Durango - plaster repair and painting	1	ea	\$16,000.00			\$ 16,000.00
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
	1	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	1	8	\$108.47			\$ 867.76
CARPENTER	0	0	\$106.47			\$ -
Laborer	1	36	\$92.35			\$ 3,324.60
						\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
scaffold	1	ea	\$2,400.00			\$ 2,400.00
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$43.00			\$ 43.00
performance bond	1	ea	\$286.46			\$ 286.46
						\$ -
SUB-TOTAL = \$						26,421.82
SUBTOTAL:		MARK-UPS:		TOTAL COST		
\$	26,421.82	10%	ON SUB-CONTR. WORK =	\$2,642.18		
		10%	ON GEN. CONTR. WORK =	\$0.00	\$29,064.00	
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.7



CONTRACT MODIFICATION COST WORKSHEET

CM # 15

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY:		Boller Construction Co. Inc.		K00479		
CONTACT PERSON:		Robert Boller		PROJECT NUMBER		
STREET:		3045 Washington		4474		
CITY, STATE, ZIP:		Waukegan, IL 60085		PROJECT NAME		
TELEPHONE:		847-662-5566		METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Revised alternate #7 with present cost increases. Concrete Entry Drive at Train Station						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
Boller credit stone base & asphalt	1	ea	(\$18,280.00)			\$ (18,280.00)
Rieley add stone base	1	ea	\$1,875.00			\$ 1,875.00
Carrera concrete	1	ea	\$18,022.00			\$ 18,022.00
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
						\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	0	8	\$108.47			\$ -
CARPENTER	0	0	\$106.47			\$ -
Laborer	1	36	\$92.85			\$ 3,342.60
						\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
compactor	1	ea	\$425.00			\$ 425.00
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$11.00			\$ 11.00
preformance bond	1	ea	\$58.95			\$ 58.95
						\$ -
SUB-TOTAL = \$						5,454.55
SUBTOTAL:		MARK-UPS:		TOTAL COST		
\$ 5,454.55	10% ON SUB-CONTR. WORK =		\$545.46			
	10% ON GEN. CONTR. WORK =		\$0.00	\$6,000.01		
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.8



CONTRACT MODIFICATION COST WORKSHEET

CM # 16

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY: Boller Construction Co. Inc.				K00479		
CONTACT PERSON: Robert Boller				PROJECT NUMBER		
STREET: 3045 Washington				4474		
CITY, STATE, ZIP: Waukegan, IL 60085				PROJECT NAME		
TELEPHONE: 847-662-5566				METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
Revised alternate #8 with present cost increases. Additional Building Signage (limited to wall mounted wood and steel train station historic sign on the building only).						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
sign sub	1	ea	\$5,400.00			\$ 5,400.00
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	1	2.5	\$108.47			\$ 271.18
CARPENTER	0	0	\$106.47			\$ -
Laborer	0	0	\$92.85			\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
	0	ea	\$0.00			\$ -
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$9.00			\$ 9.00
performance bond	1	ea	\$63.00			\$ 63.00
blocking	1	ea	\$22.28			\$ 22.28
SUB-TOTAL = \$						5,765.46
SUBTOTAL:		MARK-UPS:			TOTAL COST	
\$	5,765.46	10%	ON SUB-CONTR. WORK =	\$576.55		
		10%	ON GEN. CONTR. WORK =	\$0.00	\$6,342.00	
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.9



CONTRACT MODIFICATION COST WORKSHEET

CM # 18

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY: Boller Construction Co. Inc.				K00479		
CONTACT PERSON: Robert Boller				PROJECT NUMBER		
STREET: 3045 Washington				4474		
CITY, STATE, ZIP: Waukegan, IL 60085				PROJECT NAME		
TELEPHONE: 847-662-5566				METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
ADD ALLOWANCE FOR LANDSCAPING						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
LANDSCAPING	1	EA	\$8,900.00			\$ 8,900.00
	0	EA				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	0	0	\$108.47			\$ -
CARPENTER	0	0	\$106.47			\$ -
Laborer	0	0	\$92.85			\$ -
						\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
	0	ea	\$0.00			\$ -
						\$ -
						\$ -
						\$ -
						\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$15.91			\$ 15.91
preformance bond	1	ea	\$175.00			\$ 175.00
						\$ -
SUB-TOTAL = \$						9,090.91
SUBTOTAL:		MARK-UPS:			TOTAL COST	
\$ 9,090.91		10% ON SUB-CONTR. WORK = \$909.09			\$10,000.00	
		10% ON GEN. CONTR. WORK = \$0.00				
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.10



CONTRACT MODIFICATION COST WORKSHEET

CM # 19

CONTRACTOR / CONSULTANT INFORMATION				CONTRACT NUMBER		
COMPANY:		Boller Construction Co. Inc.		K00479		
CONTACT PERSON:		Robert Boller		PROJECT NUMBER		
STREET:		3045 Washington		4474		
CITY, STATE, ZIP:		Waukegan, IL 60085		PROJECT NAME		
TELEPHONE:		847-662-5566		METRA LA GRANGE STONE AVE		
ESTIMATED MODIFICATION COSTS						
ADD ALLOWANCE FOR UNFORSEEN CONDITIONS						
NEGOTIATED AMOUNTS						
DESCRIPTION / Reference #	QUANTITY	UNITS	UNIT COST			TOTAL
UNFORSEEN CONDITIONS	1	EA	\$6,800.00			\$ 6,800.00
	0	EA				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
	0	ea				\$ -
LABOR						
WORKER CLASSIFICATION	QUANTITY	CREW HOURS	RATE	OT HOURS	OT RATE	LABOR TOTAL
CARPENTER FORMAN	0	0	\$108.47			\$ -
CARPENTER	0	0	\$106.47			\$ -
Laborer	0	0	\$92.85			\$ -
EQUIPMENT						
DESCRIPTION	QUANTITY	HOURS	RATE			EQUIP TOTAL
	0	ea	\$0.00			\$ -
MATERIAL						
DESCRIPTION	QUANTITY	UNITS	RATE			MATL TOTAL
builder risk	1	ea	\$8.18			\$ 8.18
performance bond	1	ea	\$60.00			\$ 60.00
SUB-TOTAL = \$						6,868.18
SUBTOTAL:		MARK-UPS:			TOTAL COST	
\$ 6,868.18		10% ON SUB-CONTR. WORK = \$686.82			\$7,555.00	
		10% ON GEN. CONTR. WORK = \$0.00				
ROBERT BOLLER		<i>Robert Boller</i>			21-Apr-14	
PRINTED NAME		SIGNATURE			DATE	
C.E.O		BOLLER CONSTRUCTION COMPANY INC				
PRINTED TITLE		COMPANY				

Attach detailed breakdowns for above costs and costs detailed on a continuation page, if attached, including documentation of units, rates and assumptions used to develop proposed modification estimate. Metra reserves the right to review all relevant documentation pertaining to this Contract Modification, and thereafter to approve, modify or cancel this Contract Modification in its entirety.

5-C.11

MANAGER'S REPORT

VILLAGE OF LA GRANGE
Administrative Offices

EXECUTIVE COMMITTEE REPORT

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

FROM: Robert Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager
Mark Burkland, Village Attorney

DATE: April 28, 2014

RE: **ELECTRICITY AGGREGATION**

The Village has a one-year contract with FirstEnergy Solutions (FES) to supply Village residents and certain businesses with electricity which will expire in June, 2014. This is the first year of the Village's electricity aggregation program and has been very successful thus far.

Approximately 89% of eligible residents and 80% of eligible businesses are participating in the program, saving residents and businesses over \$500,000 as compared to what they would have paid ComEd.

After a thorough review of market pricing, including a renewal quotation from FES, the Village's consultant believes that it is in the best interest of the Village at this time to return residents to the ComEd default rate starting in June (the new pricing would be reflected in the July bill). Market electricity rates have trended upward and the savings between aggregation programs and ComEd rates have narrowed within the past year. Therefore, ComEd is a likely good choice under the current and reasonably expected market conditions.

There is no action required by the Village Board to switch residents back to ComEd. The Village's Plan of Operation and Governance anticipated this possibility, and ComEd will automatically take over the Village's account when ComEd sees that it is not claimed by an alternative supplier. (This is how the default rate mechanism works for municipal aggregation programs as set up under state law).

To be clear, the Village's municipal electricity aggregation program remains intact. What we are doing is electing ComEd to be our electricity supplier for the second year of our program.

Com Ed will send a letter (anticipated the week of May 12) advising residents that their accounts will revert to the ComEd default rate and that residents will continue to have the option of selecting another supplier for up to two billing cycles, just like they were able to do under FirstEnergy. After two billing cycles, residents will then be required to remain with ComEd for an additional 10 billing cycles (for a total of 12 months). Residents interested in switching to an

alternative supplier would need to do so as soon as possible, but prior to approximately July 21. Residents can view a list of available alternative provider offers on the Citizens Utility Board website located at www.citizensutilityboard.org.

The Village will continue to evaluate pricing from alternative suppliers over the next 30-45 days. If competitive pricing can be found prior to mid-June 2014, and is deemed to be in the best interest of residents, the Village will have the option of considering switching residents to the alternative supplier.

A report will be provided to the Village Board in January or February, 2015 regarding market trends and options available for a new supply term.

A timeline of anticipated events is as follows:

Communication with residents:	Beginning April 28, 2014
Residents receive letter from ComEd:	Beginning May 12, 2014
Last date Village may consider alternative bid:	No later than June 15, 2014
Deadline for residents to choose alternative supplier:	No later than July 21, 2014
Review of prices and market trends for next term:	Jan / Feb 2015

The Village's consultant Mark Pruitt of the Illinois Community Choice Aggregation Network will be in attendance at the meeting to provide the Village Board with further explanation and insight into current marketplace conditions and future opportunities.

VILLAGE OF LA GRANGE
Community Development Department

EXECUTIVE COMMITTEE REPORT

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

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

DATE: April 28, 2014

RE: **AMENDMENTS TO ZONING CODE REGARDING MEDICAL
CANNABIS DISPENSARIES.**

OVERVIEW

In August 2013, the State of Illinois enacted the Compassionate Use of Medical Cannabis Pilot Program Act, a four-year program pertaining to the cultivation and dispensing of medical cannabis. This Act became effective on January 1, 2014. In anticipation of this Act the Village Board adopted a resolution in February 2013 directing Staff and the Plan Commission to study zoning standards that would relate to medical cannabis.

The State Act strictly limits the authority of municipalities to regulate medical cannabis cultivation centers and dispensaries – a municipality may not “unreasonably prohibit” these facilities. The Act does, however, allow municipalities to regulate the location of those facilities in terms of zoning. Staff and the Village Attorney studied the Act and determined what draft zoning amendments to consider.

Cultivation centers, where medical cannabis may be grown and packaged, must be located at least 2,500 feet away from any area zoned for residential use. Due to this strict siting limitation, cultivation centers cannot be located anywhere within the Village. Therefore the proposed Zoning Code amendments do not address cultivation centers.

The State Act authorizes 60 medical cannabis dispensaries, which will be licensed to sell medical cannabis to persons who have been qualified by the State. Under regulations developed by the Illinois Department of Financial and Professional Regulation, only one dispensary is permitted within the entirety of Lyons, Lemont, and Palos Townships. (See Exhibit #1.)

Dispensaries must be at least 1,000 feet away from any property line of any pre-existing public or private schools or day care centers, including home day cares. This affects the majority of lots in La Grange. Staff developed the attached spacing map – areas in color on the map are the only locations permitted for dispensaries by the State Act. (See Exhibit #2.)

PLAN COMMISSION

The Plan Commission conducted a public hearing on March 11. At the hearing, Staff and Village Attorney presented the proposed amendments to the Zoning Code. A representative from a group interested in locating a dispensary in or near La Grange spoke at the hearing in support of the proposed amendments. After a thorough discussion of the character of dispensaries and appropriate locations for them, the Plan Commission voted unanimously with five members present to recommend that the Village Board approve the proposed amendments to the Zoning Code. (See Exhibit #3 – Plan Commission Findings of Fact.)

The recommended amendments include: (1) Add a definition for “Medical Cannabis Dispensary,”; (2) add “Medical Cannabis Dispensary” to the special use list in the C-3 General Service Commercial District with the condition that the dispensary not be permitted next to a residential property and (3) add “Medical Cannabis Dispensary” to the special use list in the I-1 Light Industrial District with the condition that the dispensary not be permitted next to a residential property.

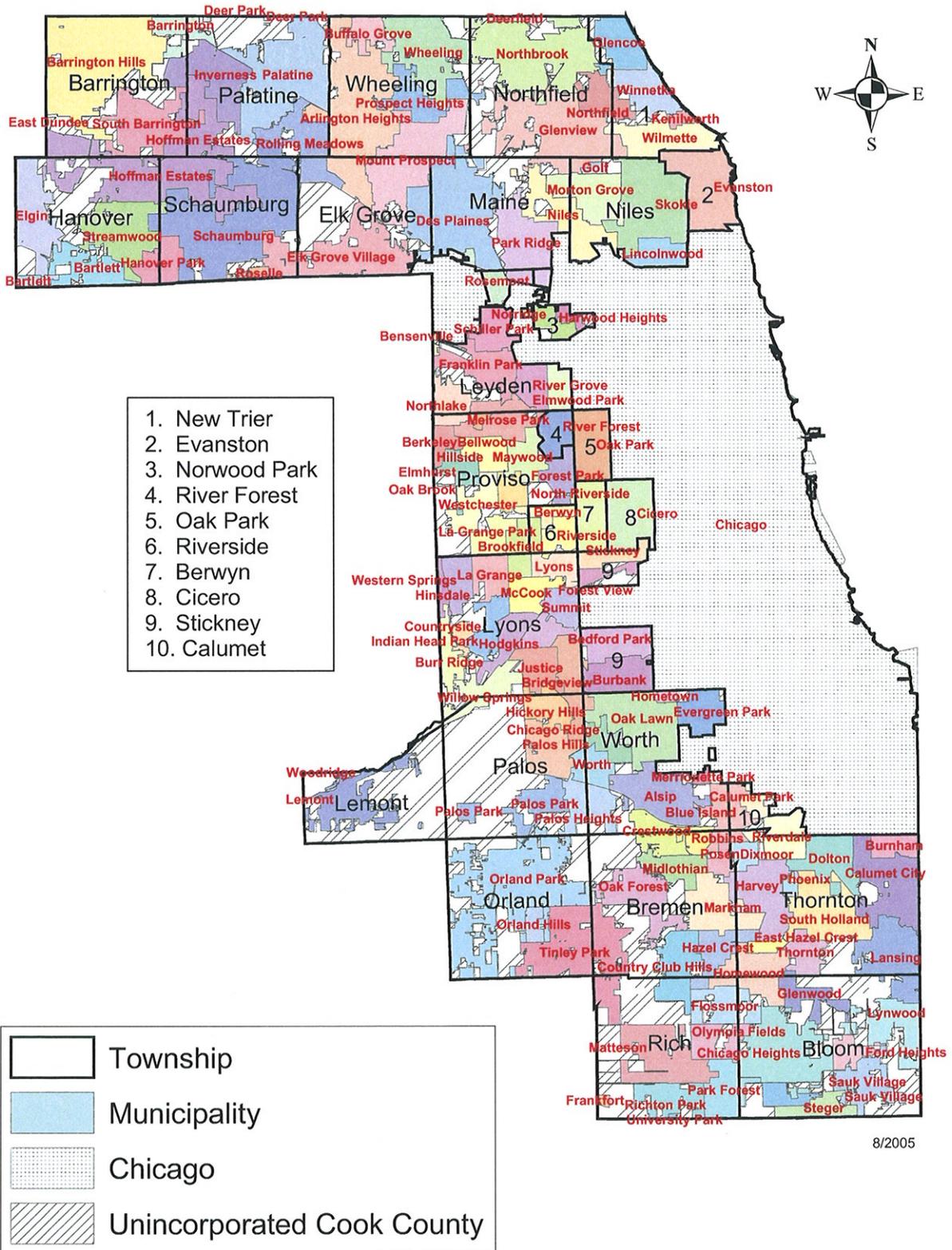
Although dispensaries would be permitted under the State Act within a small portion of the C-1 District along Burlington Avenue east of La Grange Road, the Plan Commission did not recommend that this use be added to the C-1 Central Commercial District.

PURPOSE OF WORKSHOP

In consultation with President Livingston, we have placed this matter on the Village Board’s agenda for this evening as a topic of a workshop discussion for two purposes. First, as this change in the Village’s zoning and land use regulations is being prompted by legislation enacted by the Illinois General Assembly, it is to build awareness among Village residents that the Village cannot prohibit this use and that the Village must permit this use in at least one of its zoning districts.

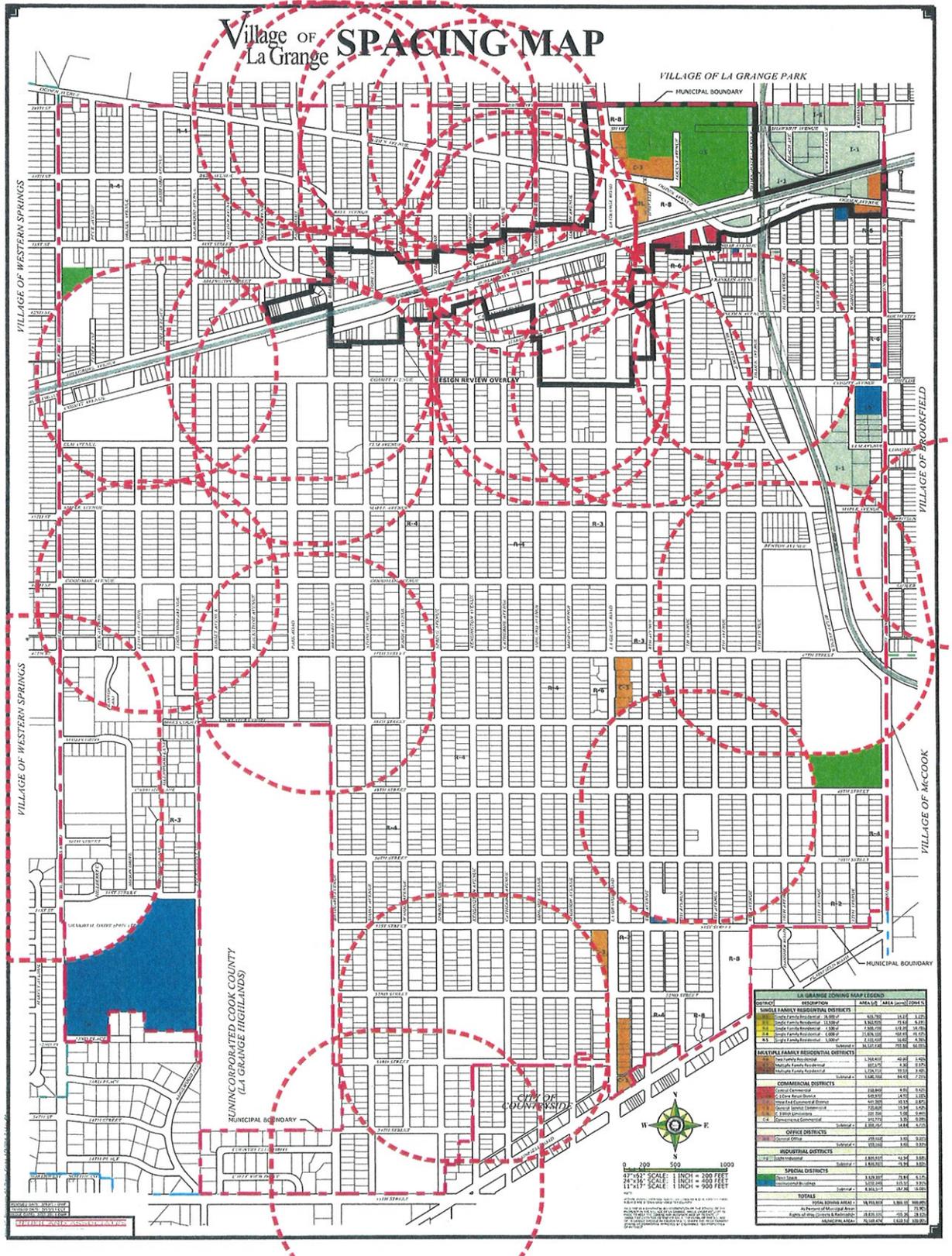
Second, it is to provide the Village Board with an opportunity to publicly discuss this matter, as it considers the Plan Commission’s recommendation and any subsequent input from Village residents, prior to formal action, which is tentatively scheduled for May 12, 2014.

Cook County Townships and Municipalities



Source: Cook County Clerk David Orr

6-B.2



6-B.3

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: April 28, 2014

RE: **ORDINANCE – AMENDMENTS TO ZONING CODE REGARDING
MEDICAL CANNABIS DISPENSARIES.**

In August 2013, the State of Illinois enacted the Compassionate Use of Medical Cannabis Pilot Program Act, a four-year program pertaining to the cultivation and dispensing of medical cannabis. This Act became effective on January 1, 2014. As you may recall, in anticipation of this Act the Village Board adopted a resolution in February 2013 directing Staff and the Plan Commission to study zoning standards that would relate to medical cannabis.

The State Act strictly limits the authority of municipalities to regulate medical cannabis cultivation centers and dispensaries – a municipality may not “unreasonably prohibit” these facilities. The Act does, however, allow municipalities to regulate the location of those facilities in terms of zoning. Staff and the Village Attorney studied the Act and determined what draft zoning amendments to consider.

Cultivation centers, where medical cannabis may be grown and packaged, must be located at least 2,500 feet away from any area zoned for residential use. Due to this strict siting limitation, cultivation centers cannot be located anywhere within the Village. Therefore the proposed Zoning Code amendments do not address cultivation centers.

The State Act authorizes 60 medical cannabis dispensaries, which will be licensed to sell medical cannabis to persons who have been qualified by the State. Under regulations developed by the Illinois Department of Financial and Professional Regulation, only one dispensary is permitted within the entirety of Lyons, Lemont, and Palos Townships.

Dispensaries must be at least 1,000 feet away from any property line of any pre-existing public or private schools or day care centers, including home day cares. This affects the majority of lots in La Grange. Staff developed the attached spacing map – areas in color on the map are the only locations permitted for dispensaries by the State Act.

The Plan Commission conducted a public hearing on March 11. At the hearing, Staff and Village Attorney presented the proposed amendments to the Zoning Code. A representative from a group interested in locating a dispensary in or near La Grange spoke at the hearing in support of the proposed amendments. After a thorough discussion of the character of dispensaries and appropriate locations for them, the Plan Commission voted unanimously with five members present to recommend that the Village Board approve the proposed amendments to the Zoning Code. (See Findings of Fact and a map showing where a dispensary could be located in the Village if the recommended amendments are approved by the Board.)

The recommended amendments include: (1) Add a definition for "Medical Cannabis Dispensary,"; (2) add "Medical Cannabis Dispensary" to the special use list in the C-3 General Service Commercial District with the condition that the dispensary not be permitted next to a residential property and (3) add "Medical Cannabis Dispensary" to the special use list in the I-1 Light Industrial District with the condition that the dispensary not be permitted next to a residential property.

Although dispensaries would be permitted under the State Act within a small portion of the C-1 District along Burlington Avenue east of La Grange Road, the Plan Commission did not recommend that this use be added to the C-1 Central Commercial District.

Staff concurs with the recommendation of the Plan Commission for approval of the proposed amendments to the Zoning Code. Village Attorney Burkland, who has prepared the attached Ordinance for your consideration, and the staff are available to answer any questions about the proposed amendment.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AMENDING
THE LA GRANGE ZONING CODE
REGARDING MEDICAL CANNABIS DISPENSARIES

WHEREAS, the State of Illinois adopted the Compassionate Use of Medical Cannabis Pilot Program Act, which became effective on January 1, 2014; and

WHEREAS, the new Act provides for the licensing of 60 medical cannabis dispensing organizations throughout the State and sets limitations on authority of municipalities to regulate those medical cannabis dispensaries; and

WHEREAS, the Act provides for one medical cannabis dispensary to be located somewhere within Lyons Township, Lemont Township, or Palos Township; and

WHEREAS, the La Grange Zoning Code does not currently authorize a medical cannabis dispensary in any zoning district and therefore the Village has studied whether and where a dispensary may be located; and

WHEREAS, the La Grange Plan Commission conducted a public hearing on March 11, 2014, to consider amendments to the Zoning Code related to medical cannabis dispensaries and, after the conclusion of the public hearing, the Plan Commission recommended approval of amendments in the form they appear in this Ordinance, all as set forth in the Plan Commission's Findings and Recommendations for Case No. 215 dated March 20, 2014; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed the Findings and Recommendations of the Plan Commission and the facts and circumstances related to the proposed amendments and the President and Board of Trustees have determined that the amendments satisfy the standards set forth in Section 14-605 of the Zoning Code applicable to amendments to the text of the Zoning Code;

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

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

Section 2. Amendment of Zoning Code Section 16-102 (Definitions). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Subsection M of

Section 16-102, titled "Definitions," of the Zoning Code to add a definition of "Medical Cannabis Dispensary" as follows:

16-102: DEFINITIONS

* * *

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

* * *

MEDICAL CANNABIS DISPENSARY. A medical cannabis dispensing organization as defined in the Illinois Compassionate Use Of Medical Cannabis Pilot Program Act.

Section 3. Amendment of Zoning Code Section 5-105 (C-3 District Special Uses). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Section 5-105, titled "Special Uses," of the Zoning Code to add a Medical Cannabis Dispensary as a special use, as follows:

C. Services.

C-1 C-2 C-3 C-4

___ A medical cannabis dispensary, but not on any zoning lot with a side lot line that abuts a lot classified in any residential district. S

Section 4. Amendment of Zoning Code Section 7-105 (I-1 District Special Uses). The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and by Article XIV, Part VI of the Zoning Code, hereby amends Section 7-105, titled "Special Uses," of the Zoning Code to add a Medical Cannabis Dispensary as a special use, as follows:

E. Services.

___ A medical cannabis dispensary, but not on any zoning lot with a side lot line that abuts a lot classified in any residential district.

Section 5. 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.

PASSED this ____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2014.

Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

6-B,8

FINDINGS OF FACT

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE

President Livingston and
Board of Trustees

March 11, 2014

RE: PLAN COMMISSION CASE #215 – Amendment to the text of the Zoning Code relating to the new Illinois law regarding medical cannabis, Village of La Grange.

We transmit for your consideration the recommendations of the Plan Commission of the Village of La Grange for a proposed amendment to the text of the Zoning Code.

I. THE APPLICATION

Village Staff and the Village Attorney have reviewed the “State Act for Compassionate Use Medical Cannabis Pilot Program” and drafted text amendments to the C-3 General Service Commercial Service District, I-1 Light Industrial District and the Definitions Section of the Zoning Code regarding medical cannabis dispensaries.

II. THE PUBLIC HEARING

After due notice given in accordance with law, the Plan Commission held a public hearing on March 11, 2014, in the La Grange Village Hall Auditorium. Present were Commissioners Egan, Reich, Weyrauch and Williams, with Chairman Kardatzke presiding. Also present were Village Clerk John Burns, Community Development Director Patrick D. Benjamin, Assistant Community Development Director Angela M. Mesaros and Village Attorney Mark Burkland.

Chairman Kardatzke introduced the public hearing and administered an oath to all persons in attendance who desired to give testimony during the hearing. Staff and the Village Attorney presented a summary of the State Act, a spacing map exhibit, and proposed zoning amendments.

Chairman Kardatzke solicited questions from the Commissioners:

- Chairman Kardatzke asked if it would be possible to sell medical cannabis within a pharmacy. Attorney Mark Burkland explained that according to the State Act, only facilities licensed by the State and exclusively devoted to medical cannabis would be allowed to sell. The “registered qualifying patients” must go to specific dispensaries assigned at particular locations. Mr. Burkland explained that the Act allows for 22 dispensaries across the State and only one within a geographical region of four townships that includes La Grange.

- Commissioner Williams asked about the type of entity dispensaries would sell. Mr. Burkland explained that the medical cannabis dispensing organizations require a rigorous background check and application fees are very expensive for licensing with an annual fee as well. The product that comes to the dispensary is sealed and ready to sell. The hours of operation are limited by the State to 6 a.m. to 8 p.m. at the most. Signage and advertising are also restricted with no consumption permitted on the premises.
- Commissioner Reich asked about the cost of the product. Mr. Burkland stated he is not sure to some extent that will be determined by the market. Taxes will be on the cultivation centers and not the dispensaries at this point.
- Commissioner Reich asked if a dispensing organization could be part of an existing building. Mr. Burkland stated that yes, however, the full operation within that space would be dispensing.
- Commissioner Weyrauch asked about the typical size of the dispensary and what it would look like. The answer that it is a typical storefront, but Staff is not prepared to answer the size.
- Commissioner Egan asked which areas would be allowed. Answer: The areas in color on the spacing map, within only the C-3 and the I-1 Districts.
- Mr. Benjamin asked what happens if someone would want to locate a daycare center next to a dispensary. Mr. Burkland stated that if the dispensary were there first, it could remain.
- Commissioners discussed whether or not this use should be permitted to locate directly next to a residential property.
- Chairman Kardatzke asked about signage on a dispensary. Mr. Burkland stated that yes, signs are permitted, and however, there is no need to advertise since only qualified individuals can go within the facility.
- Commissioner Egan asked if neighbors would receive notice of a public hearing if this were classified as a special use. The answer is yes. Mr. Burkland cautioned

however, that determining it is okay to have a special use means that the Village has to be open to the use in that location.

- Commissioner Weyrauch asked about sales tax. Mr. Burkland stated that he has not seen a regulation that would allow non-home rule communities to tax.
- Chairman Kardatzke asked if CVS and Walgreens could challenge the pilot act and ask that dispensaries be located within their stores. Mr. Burkland stated that they could challenge the law.

Chairman Kardatzke solicited comments and questions from the audience:

- Tanya Griffin, Growth Management Consulting and Marketing of Western Springs, stated that her group owns a number of companies that are interested in opening a dispensing organization in the La Grange area. They currently have five pharmacies, home health centers, et cetera. They would like to open a wellness center with approximately 1,400-2,000 square feet at a facility similar in size to a Starbucks. She stated that a dispensary is an expensive endeavor, an interested party would need an escrow of \$400,000 up front to prove they are financially able. Visibility and accessibility are very important. This use is not about “pot smokers”, but a very different picture than Colorado. Illinois would be the most highly regulated state in the Union as far as dispensing facilities more similar to Connecticut. This use would only be for severe chronic illness sufferers in Illinois. This four year pilot program would be regulated to approximately ten thousand patients, not paid for by medical insurance. However, if restrictions are loosened to provide for “chronic pain” in the future, you may see more patients eligible for medical cannabis.

Chairman Kardatzke solicited comments and questions from the Commissioners:

- Commissioner Weyrauch stated that she does not believe this use would be any different from a medical equipment store front such as wheelchair sales.
- Commissioner Reich stated that he believes that this use should be out on La Grange Road where it is visible and not tucked away in a corner such as the industrial area.
- Commissioner Weyrauch stated that she would be more concerned if a dispensary were tucked away in the Industrial District more so than if the facility were located on La Grange Road.

- Commissioners discussed limitations on adjacencies to residential properties.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Williams, that the Plan Commission recommend to the Village Board of Trustees Approval of the recommendation to add a special use category in the C-3 General Service Commercial District and in the I-1 Light Industrial District as well as a definition for a “Medical Cannabis Dispensary” with the added provision that a dispensary may not be located directly next to a residential property.

Motion to APPROVE Carried by a roll call vote (5/0/2):

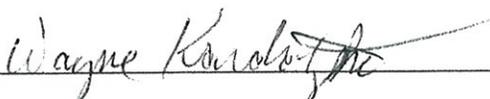
AYE Egan, Reich, Weyrauch, Williams, and Chairman Kardatzke.
NAY: None.
ABSENT: Paice, Stewart.

BE IT THEREFORE RESOLVED that the Plan Commission recommends to the Village Board of Trustees approval of an amendment to Section 16-102 Definitions and to Section 5-105, to add a special use category in C-3 District and Section 7-105 to add a special use I-1 District for medical cannabis dispensary as presented and described in Plan Commission Case #215 with the above provisions.

Respectfully Submitted,

PLAN COMMISSION

OF THE VILLAGE OF LA GRANGE



Wayne Kardatzke, Chairman

VILLAGE OF LA GRANGE
RESOLUTION NO. R-13-03

A RESOLUTION REGARDING ZONING RESTRICTIONS
ON CANNABIS DISPENSARIES AND RELATED FACILITIES

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

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

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

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

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

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

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

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

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

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

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

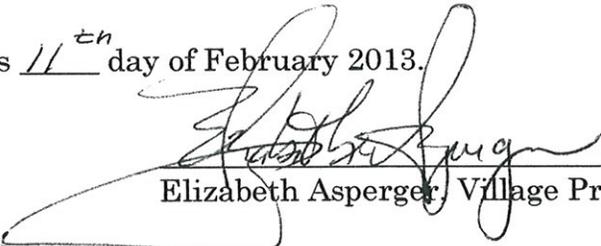
PASSED this 11th day of February 2013.

AYES: TRUSTEES HORVATH, PALERMO, HOLDER, LANGAN, KUCHLER AND NOWAK

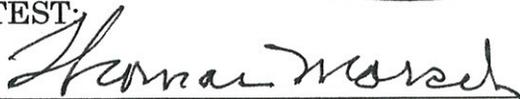
NAYS: - 0 -

ABSENT: - 0 -

APPROVED this 11th day of February 2013.


Elizabeth Asperger, Village President

ATTEST:


Thomas Morsch, Village Clerk

STAFF REPORT

PC Case #215

TO: Plan Commission

FROM: Patrick D. Benjamin, Community Development Director
Angela Mesaros, Assistant Community Development Director
Mark Burkland, Village Attorney

DATE: March 11, 2014

RE: ZONING TEXT AMENDMENT – Medical Cannabis Dispensaries.

I. BACKGROUND

The State of Illinois in August 2013 enacted the Compassionate Use of Medical Cannabis Pilot Program Act pertaining to the cultivation and dispensing of medical marijuana. The State Act became effective January 1, 2014. In anticipation of this legislation, the Village Board adopted a resolution announcing that Village Staff and the Plan Commission would study zoning standards for these new medical cannabis facilities.

This Staff Report and the draft amendments to the Zoning Code address only medical cannabis dispensaries. Dispensaries are the places throughout the State that will be licenses to sell medical cannabis products to persons who have been qualified by the State to consume those products. The State Act authorizing the licensing of 60 medical cannabis dispensaries, in specific locations. For example, the State Act and the regulations issued under it by the Illinois Department of Financial and Professional Regulation (the “IDFPR”) provide for one dispensary in Lyons Township, Lemont Township, or Palos Township.

This Staff Report and the draft amendments do not address cultivation centers where medical cannabis may be grown and packaged for sale, because there is no place in La Grange where a cultivation center can be located under the strict siting limitations in the State Act.

The State Act strictly limits the authority of municipalities to regulate medical cannabis dispensaries. As for zoning regulations, the State Act a municipality may not “unreasonably prohibit” a dispensary. The IDFPR regulation amplifies that standard. Municipalities may not enact any ordinance or regulation that:

conflict with the Act . . . or would otherwise impede or place unreasonable restrictions on the location of dispensaries contrary to the mandate of the Act that dispensing organizations shall be geographically dispersed throughout the State . . .

For example, La Grange may not ban dispensaries if there is a reasonable place for it to be located within La Grange. There is no certainty about the meaning of “unreasonable” in the State Act. Also for example, La Grange may not impose very strict separation requirements or hours of operation that would unreasonably inhibit a dispensary’s business. (Attached to this Staff Report is a summary prepared by the Village Attorney, as background information.)

Village Staff and Village Attorney have carefully studied the State Act and the entirety of the Village in determining what draft text amendments to prepare for the Plan Commission’s consideration. The many factors we considered included the criteria in the State Act, general planning principles, and general impacts on residential areas that may be anticipated to arise from the operation of a dispensary, vehicular and pedestrian traffic, parking, and potential benefits to La Grange.

Village Staff also reviewed proceedings and ordinances from municipalities throughout the Chicago region.

At the public hearing Village Staff and Village Attorney will present and discuss a spacing map, the draft Zoning Code text amendments, the findings from other municipalities, and some general planning principles.

The spacing map is attached to this Staff Report. The draft amendments also are attached to this Staff Report in the form of a draft ordinance.

II. PROPOSED AMENDMENTS

A. Definition of Dispensary

The term “medical cannabis dispensary” needs to be defined. The proposed definition simply refers to the definition included in the State Act. There is no benefit to La Grange in drafting its own definition.

B. C-3 General Service Commercial District

The draft amendment include a placeholder for authorizing a medical cannabis dispensary as a special use in the C-3 General Service Commercial District. The C-3 District is located (1) at the northwest and southwest corners of Ogden Avenue and East Avenue, (2) at the southeast corner of 47th Street and La Grange Road, (3) on the former site of the YMCA, and (4) at La Grange Road south of 51st Street.

The Village Staff recommends that the dispensary be classified as a special use rather than a permitted use so that matters that could affect surrounding land uses, such as parking, can be considered at a public hearing.

The dispensary would not be allowed on a zoning lot abutting a lot classified in any residential zoning district. This is not a requirement under the State Act, but one that the Village Staff and Village Attorney believe is appropriate for the Plan Commission's consideration.

At the public hearing the Village Staff and Village Attorney will explain the considerations that led to this placeholder.

The Plan Commission should consider whether certain areas within the C-3 District would be suitable for a medical cannabis dispensary.

C. I-1 Light Industrial District

The draft amendment also includes a placeholder for authorizing a medical cannabis dispensary as a special use in the I-1 Limited Industrial District, which is located generally west of Bluff Avenue between 47th Street and the north boundary of La Grange.

As with the C-3 District, the dispensary would not be allowed on a zoning lot abutting a lot classified in any residential zoning district. This limitation would significantly limit the areas within the I-1 District where a dispensary could be located.

At the public hearing, the Village Staff and Village Attorney will explain other limitations that affect the I-1 District.

The Plan Commission should consider whether certain areas within the I-1 District would be suitable for a medical cannabis dispensary.

D. Other Locations

The Village Staff and Village Attorney thoroughly studied whether a medical cannabis dispensary could be located in other places. There are very few available places. For example, the O-1 General Office District near La Grange Hospital at 47th Street and Gilbert Avenue seemed logical, but all of the O-1 zoned property is located within 1,000 feet of the Lyons Township High School south campus and thus a dispensary is prohibited under the State Act.

The State Act's 1,000-foot separation requirement affects the vast majority of lots in La Grange.

III. AMENDMENT CRITERIA

As set forth in Section 14-605 of the Zoning Code, the standards applicable to an amendment of general applicability are as follows:

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

Among the purposes of the Zoning Code as stated in Section 1-102 are (a) to protect the public health, safety, and morals, and the general welfare of the Village, (b) establish a rational pattern of land uses and encourage the most appropriate use of individual parcels of land in the Village, and (c) encourage compatibility between different land uses.

The Village Staff believes that any of the draft amendments, in some form or another would be consistent with the intent and purposes of the Zoning Code.

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

There is widely varying opinions as to whether a medical cannabis dispensary fulfills a particular need in the community or is beneficial to a community because it will attract people who would frequent other businesses. The Village Staff has reviewed the Act and believes that the draft amendments include locations where a dispensary may be appropriate, without harming the essential character of the Village or any of its zoning districts.

IV. RECOMMENDATION

The Village Staff recommends that the Plan Commission review the draft amendments and determine where, if anywhere, it would be appropriate authorize a medical cannabis dispensary as a special use.

out the purposes of and to enforce the provisions of this Section.

(3) Medical cannabis shall in no event be dispensed more frequently or in larger amounts than permitted under this Act.

Section 140. Local ordinances. A unit of local government may enact reasonable zoning ordinances or resolutions, not in conflict with this Act or with Department of Agriculture or Department of Public Health rules, regulating registered medical cannabis cultivation center or medical cannabis dispensing organizations. No unit of local government, including a home rule unit, or school district may regulate registered medical cannabis organizations other than as provided in this Act and may not unreasonably prohibit the cultivation, dispensing, and use of medical cannabis authorized by this Act. This Section is a denial and limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

Section 145. Confidentiality.

(a) The following information received and records kept by the Department of Public Health, Department of Financial and Professional Regulation, Department of Agriculture, or Department of State Police under their rules for purposes of administering this Act are subject to all applicable federal

dispensing organizations.

(a) The Department of Financial and Professional Regulation shall implement the provisions of this Section by rule.

(b) A dispensing organization shall maintain operating documents which shall include procedures for the oversight of the registered dispensing organization and procedures to ensure accurate recordkeeping.

(c) A dispensing organization shall implement appropriate security measures, as provided by rule, to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

* (d) A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use.

(e) A dispensing organization is prohibited from acquiring cannabis from anyone other than a registered cultivation center. A dispensing organization is prohibited from obtaining cannabis from outside the State of Illinois.

(f) A registered dispensing organization is prohibited from dispensing cannabis for any purpose except to assist registered qualifying patients with the medical use of cannabis

Professional Regulation in real-time.

(c) A registered cultivation center may not be located within 2,500 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, or an area zoned for residential use.

(d) All cultivation of cannabis for distribution to a registered dispensing organization must take place in an enclosed, locked facility as it applies to cultivation centers at the physical address provided to the Department of Agriculture during the registration process. The cultivation center location shall only be accessed by the cultivation center agents working for the registered cultivation center, Department of Agriculture staff performing inspections, Department of Public Health staff performing inspections, law enforcement or other emergency personnel, and contractors working on jobs unrelated to medical cannabis, such as installing or maintaining security devices or performing electrical wiring.

(e) A cultivation center may not sell or distribute any cannabis to any individual or entity other than a dispensary organization registered under this Act.

(f) All harvested cannabis intended for distribution to a dispensing organization must be packaged in a labeled medical cannabis container and entered into a data collection system.

(g) No person who has been convicted of an excluded offense

Holland & Knight LLP

SUMMARY OF KEY DRAFT ADMINISTRATIVE RULES FOR MEDICAL CANNABIS DISPENSARIES AND CULTIVATION CENTERS

The Illinois Department of Financial and Professional Regulation (“DFPR”) and the Illinois Department of Agriculture (“DOA”) released draft administrative rules for the operation of Medical Cannabis Dispensing Organizations (a/k/a dispensaries) and Cultivation Centers on February 7. The departments are receiving public comment on these rules through February 27. The draft rules are available at the following URL:

<http://www2.illinois.gov/gov/mcpp/Pages/update-02072014.aspx>.

Section 140 of the Illinois Compassionate Use of Medical Cannabis Act limits the ability of municipalities to locally regulate cultivation centers and dispensaries. Municipalities, including home-rule units, may not unreasonably prohibit these facilities or otherwise regulate them in a manner inconsistent with the Act.

Some of the draft rules may affect municipalities’ regulatory authority. Here is a short summary of several key provisions of the draft rules and their potential impacts:

DISPENSARIES

Section 1290.20 Dispensing Organization Districts

Rule 1290.20 allocates the 60 dispensary registrations permitted by the Act throughout the State as follows:

- The City of Chicago is allocated 13 dispensaries. (a)(4)
- Portions of Cook County outside of Chicago are allocated 11 dispensaries distributed by groups of townships. A municipality that sits in two townships that belong to separate township groups could conceivably end up with two dispensaries. (a)(3)
- Eight “collar counties” in the Chicago metropolitan area (excluding Cook) are allocated 15 dispensaries. (a)(2)
- All other portions of the State outside of the Chicago metropolitan area are allocated 21 dispensaries. (a)(1)

Section 1290.50 Dispensary Organization – Application for Authorization

On its application for a dispensary, an applicant must provide a copy of the local zoning ordinance and “verification from the local zoning office that the proposed dispensary location is in compliance with the local zoning rules or restrictions.” (b)(14).

If that zoning ordinance classifies a dispensary as a conditional or special use, then the applicant will not be able to provide the required verification until the applicant has gone through the zoning approval process.

Section 1290.80 Fees

The initial application fee for an authorization to operate a dispensary is \$5,000. Once an authorization has been granted, the applicant must pay the DFPR an initial \$30,000 registration fee, with an annual \$25,000 renewal fee to open and operate the dispensary.

Section 1290.100 Dispensary Organization - Registration Process

After receiving authorization from the DFPR, the applicant must submit a registration packet to the DFPR within 120 days. This section also notes that one entity may operate both a cultivation center and a dispensary.

Section 1290.110 Dispensary Organization - Registration Requirements

An applicant's registration packet must include, among other information, documentation showing that the host municipality has authorized the dispensary including a certificate of occupancy and any special zoning approvals. This requirement presumes that an applicant must have obtained all zoning approvals and completed construction within four months after receiving its initial authorization from the DFPR. The draft rules do not provide a means to extend the 120-day submission period. This deadline may not be realistic given local zoning and building approval timelines.

In addition, applicants are required to provide the DFPR with financial security in the amount of \$50,000, either in cash or by a surety bond. The DFPR may withhold a registration based on the applicant's inability to comply with the requirements of Section 140 of the Act regarding compliance with local ordinances.

Section 1290.190 Operational Requirements

This section imposes a number of operational restrictions on dispensing organizations, including the following:

- No on-site use or consumption of cannabis is permitted. (f)
- Dispensaries must maintain compliance with local zoning ordinance and regulations. (g)
- Drive through windows are not permitted. (l)(4)
- Home delivery of medical cannabis is not allowed. (l)(5)
- Hours of operation are limited to between 6 a.m. and 8 p.m. (k)

Many communities have considered more restrictive hours of operation for dispensaries. This section, along with Section 1290.298 below, may limit a municipality's ability to impose those restrictions.

Section 1290.220 Security Requirements

This section includes detailed requirements for alarm systems, surveillance camera systems, and security protocols to be installed and adopted by dispensaries. The draft rules also require that local law enforcement agencies be able to access dispensaries' video surveillance system feeds through a "secure web-based portal" (see definition of "Monitoring" in Section 1290.10).

Section 1290.298 Zoning Rules Related to Dispensary

This section prohibits municipalities from enacting zoning ordinances and regulations that “conflict with the Act or this Part, that concern or address issues or subject matters that are within the regulatory jurisdiction of the Division, or that would otherwise impede or place unreasonable restrictions on the location of dispensaries contrary to the mandate of the Act that dispensing organizations shall be geographically dispersed throughout the State....”

Each municipality will have to determine whether its local regulations or operational conditions on dispensaries are “in conflict” with the Act or the DFPR’s rules. Imposing stricter hours of operation or distance/separation requirements may be considered a conflict.

Section 1290.500 Confidentiality

The DFPR is required to keep all information collected from an applicant confidential, including security information disclosed in the application and floor plans submitted as part of the application process. The DFPR may share selected information with local law enforcement agencies.

Notably, Section 145 of the Act exempts information and records kept by the DFPR from disclosure under FOIA, but it does not deal with information submitted to local municipalities as part of a zoning application or building permit.

CULTIVATION CENTERS

Section 1000.25 Operation of a Cultivation Center

- A single entity or person may hold no more than three cultivation center permits. (d)
- Cultivation center operators must provide the DOA with financial security in the form of a \$2,000,000 cash escrow or surety bond. (f)

Section 1000.100 Permit Application

On its application for a cultivation center, an applicant must provide a copy of the local zoning ordinance and “verification from the local zoning authority that the proposed cultivation center is in compliance with the local zoning rules.” (d)(16).

This provision raises the same timing question as the DFPR’s rules for dispensaries.

Section 1000.120 Fees

Applicants are required to pay the DOA the following fees:

- A \$25,000 application fee (a)(1)
- An initial permit fee of \$200,000 (a)(1)
- An annual permit renewal fee of \$100,000 (a)(2)

Section 1000.130 Denial of Cultivation Center Application / Suspension or Revocation of Permit

A permit for a cultivation center may be denied for non-compliance with local zoning rules issued in accordance with Section 140 of the Act.

Section 1000.210 Cultivation Center Facility Plans and Specifications

In addition to the 2,500 foot separation requirement from schools, day care centers, or areas zoned for residential use, no cultivation center may be located closer than 1,000 feet from another cultivation center or a dispensary. (a)(1)

This is the only distance/separation requirement in the proposed rules that does not also appear in the Act.

Section 1000.215 Measuring Distances

This section clarifies that all distance requirements in the Act should be measured in a lineal fashion as the shortest distance between any of the property lines of the applicable locations.

Section 1000.425 Advertising

Cultivation centers are prohibited from advertising through any public medium.

Although there is no ban on exterior signage for cultivation centers in the Act or the draft rules, a municipality could argue that any signage beyond a simple address and identification sign would constitute advertising to the public and therefore prohibit it.

Section 1000.440 Cultivation Center Security

Cultivation centers are required to provide current copies of their floor plans to the Illinois State Police and local law enforcement agencies.

Section 1000.445 Electronic Security System

Cultivation centers are required to install and maintain a closed circuit TV surveillance system that monitors and records all building entrances and exits, all parking areas, rear alley areas, and entire inside of the facility. Local law enforcement agencies must have access to the security system through a secure web-based portal.

Section 1000.455 Hours of Operation

Cultivation centers may operate 24 hours a day. Cultivation centers may conduct deliveries throughout the day but not between the hours of 9:00 p.m. and 7:00 a.m. As with dispensaries, it is unknown whether municipalities will be allowed to limit the hours of operation of a cultivation center beyond what is permitted by this section.