
PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Meghan M. Kooi



TRUSTEES
Scott F. Mesick
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura
Amanda G. Seidel

VILLAGE BOARD MEETING

Tuesday, September 22, 2020 – 7:30 p.m.

Via Teleconference due to COVID-19 Pandemic

Members of the public are encouraged to attend this meeting.

Join this meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/556569813>

You can also dial in using your phone.

United States: [+1 \(408\) 650-3123](tel:+14086503123) /**Access Code:** 556-569-813

Public Comments may be submitted prior to and up until 5:00 p.m. on the day of the meeting via email: info@lagrangepark.org. Please put Public Comment in the subject line and reference the meeting your comment is intended for. You may also submit your comments by calling (708) 354-0225, Monday through Fridays, from 9:00 a.m. – 4:30 p.m.

AGENDA

- 1. Call Meeting to Order**
- 2. Village President Statement: This meeting is being held *remotely* as a meeting with a quorum of the public body physically present is not practical or prudent due to the State's declaration of a disaster due to the impacts of COVID-19**
- 3. Confirm All Participants Can Hear & Reminder That All Motions Need To Be Passed By A Roll Call Vote**
- 4. Pledge of Allegiance**
- 5. Roll Call:** The members of the public body participating in such meeting remotely by audio are considered present for the purpose of establishing a quorum
- 6. Presentation** – by Jessica Cannaday, Executive Director of the Community Park District of La Grange Park on the Community Park District's Five Year Capital Plan and Activities
- 7. Public Participation (Agenda Related Items Only)**
- 8. Consent Agenda (Roll Call Vote)**

No discussion. Trustees wishing to discuss any of the items below MUST request that the item be removed from the Consent Agenda prior to motion to approve.

VILLAGE BOARD MEETING
September 22, 2020 – 7:30 p.m.

AGENDA (continued – Page 2)

A. Approval of Minutes

- i. *Village Board Meeting – August 25, 2020*
- ii. *Village Board Work Session – September 8, 2020*
- iii. *Executive Session Meeting – September 8, 2020*

B. *Action – Motion to Authorize the President and Chairperson of the Finance Committee to Sign the Register for Bills, and Authorize the Treasurer and Village Clerk to Sign Checks in Payment of Operating Bills and Salaries as Itemized in the Check Registers*

C. *Action – Motion to Authorize the Village Treasurer and Village Clerk to Sign Checks in the Payment of Payroll and Other Bills that Become Due Between this Date and the Next Village Board Meeting with Subsequent Approval of the Payroll Register and Voucher Register by the Board of Trustees at its Next Meeting*

9. Village Manager's Report

10. Administration Committee – Amanda Seidel, Chairman

A. Monthly Report

11. Building & Zoning Committee – Jamie Zaura, Chairman

A. Monthly Report

B. Discussion & Action – Zoning Applications No. 2020-02, 1117 E. 31st Street – Murphy's – *Motion: To Approve An Ordinance Granting a Special Use Permit for Motor Vehicle Service and Repair, Minor, and Certain Variations for 1117 E. 31st Street – Murphy's Transmission & Complete Auto Repair – Case #2020-02*

12. Engineering & Capital Projects Committee – James Kucera, Chairman

A. Monthly Report

13. Public Safety Committee – Robert Lautner, Chairman

A. Monthly Report – Police Department

B. Monthly Report – Fire Department

14. Public Works Committee – Michael Sheehan, Chairman

A. Monthly Report

B. Discussion & Action – 2020 Fall Tree Planting Program – Purchase of Parkway Trees from St. Aubin Nursery – *Motion: To Approve and Authorize*

VILLAGE BOARD MEETING
September 22, 2020 – 7:30 p.m.

AGENDA (continued – Page 3)

the Purchase and Planting of Parkway Trees in a "Not to Exceed" Amount of \$26,000.00 from St. Aubin Nursery and Landscape

- C. Discussion & Action – 2020 Road Bond Paving – Contractor Award – *Motion: (1) To Accept the Bid Proposal from Schroeder Asphalt Services, in an Amount of \$228,042.90 and (2) To Authorize the Village Manager to Execute the Contract Document*

- D. Discussion & Action – Electric Supply Bids – Water Plant, Lighting and Additional Accounts – *Motion: To Authorize the Village Manager to Execute a Contract with AEP Energy for Energy Supply for the Village's Water Plant, Lighting Accounts, and Four Additional Accounts for a 3-Year Contract, Backed by 100% in Renewable Energy Certificates (RECs)*

- E. Discussion & Action – Land Acquisition Services – Water Main Project – *Motion: To Approve a Professional Agreement with Santacruz Land Acquisitions for Temporary and Permanent Land Acquisitions in an Amount Not to Exceed \$26,800.00 and to Authorize the Village Manager to Execute Required Documents*

15. Finance Committee – Scott Mesick, Chairman

- A. Monthly Report

16. Other Reports

- A. Village Clerk
- B. Village Treasurer
- C. Commercial Revitalization Committee – James Kucera, Chairman
 - 1. Monthly Report
- D. Village Engineer
- E. Village Attorney
- F. Committee and Collectors Report
Action (Roll Call Vote) – Motion: To Approve Committee and Collectors Report as Presented

17. Village President

- A. Proclamation – Fire Prevention Week – October 4-10th, 2020

18. Public Participation (Non-Agenda Related Items Only)

19. New Business

20. Executive Session

21. Adjourn

Items of Interest:

Village Board Work Session, October 13, 2020

Village Board Meeting, October 27, 2020



Rules for Public Comment

Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name before beginning your comments.
2. After announcing your name for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Assistant Village Manager Emily Rodman at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Building & Zoning Committee Divider

Jamie Zaura, Chairwoman

Scott Mesick

Mike Sheehan

Village Board Agenda Memo

Date: September 22, 2020

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Zoning Application No. 2020-02, 1117 E. 31st Street – Murphy’s

On August 26, 2020, the Planning & Zoning Commission conducted a public hearing to consider Zoning Application(s) No. 2020-02 filed by Michael Engel for Murphy’s Transmission and Complete Auto Repair located at 1117 E. 31st Street. A total of three applications were filed requesting the following:

- 1) Application for a Special Use Permit for motor vehicle service and repair, minor
- 2) Application for Site Plan Review
- 3) Application for a Variation (5 total)

The Planning and Zoning Commission accepted testimony and evidence into the record. Upon conclusion of the testimony and discussion, the Planning and Zoning Commission determined the following with regard to each application:

- 1) Regarding the request for a Special Use Permit for motor vehicle service and repair, minor, the Planning and Zoning Commission voted 6-0 to recommend approval of the special use permit.
- 2) Regarding the application for Variations, the Planning and Zoning Commission voted 6-0 to recommend approval of the following variations:
 - a) From Section 153.218(B) to reduce the required loading berth length from 30’ to 25’.
 - b) From Section 153.218(4) of to reduce the minimum required distance from an unenclosed loading berth to a residential property line from 50’ to approximately 18’.
 - c) From Section 153.211(B)(2) to allow for off-street parking in the front yard setback of in the C-1 zoning district.
 - d) From Section 153.238(B) to reduce the minimum required width of perimeter parking lot landscaping from 10’ to 3’.
 - e) From section 153.239(A) to reduce the required number of interior parking lot islands from six to one.
- 3) Regarding the Site Plan Review, the Planning and Zoning Commission voted 6-0 to approve the Site Plan Review request, subject to the following conditions:

- a) That in accordance with 153.242(B) of the Zoning Code, the Village President and Board of Trustees find that screening of the loading berth is unnecessary; and
- b) That a special use permit for motor vehicle service and repair, minor is approved by the Village President and Board of Trustees; and
- c) That variations from Sections 153.218(B), 153.218(4), 153.211(B)(2), 153.238(B); and 153.239(A) are approved by the Village President and Board of Trustees.

MOTION/ACTION REQUESTED

This item is for discussion and action. The applicant is hoping to begin work this construction season and has requested the Village Board take action this evening.

Motion to Approve an Ordinance Granting a Special Use Permit for Motor Vehicle Service and Repair, Minor, and Certain Variations for 1117 E. 31st Street – Murphy’s Transmission & Complete Auto Repair – Case #2020-02

RECOMMENDATION

Staff concurs with the findings of the Planning and Zoning Commission.

DOCUMENTATION

- Ordinance Granting a Special Use Permit for Motor Vehicle Service and Repair, Minor, and Certain Variations for 1117 E. 31st Street – Murphy’s Transmission & Complete Auto Repair – Case #2020-02
- Findings of Fact for Zoning Application(s) No. 2020-02
- Transcript of the public hearing for Zoning Application(s) No. 2020-02
- Zoning applications (previously distributed)

ORDINANCE NO. 1133

ORDINANCE GRANTING A SPECIAL USE PERMIT FOR MOTOR VEHICLE SERVICE AND REPAIR, MINOR, AND CERTAIN VARIATIONS FOR 1117 E. 31ST STREET – MURPHY'S TRANSMISSION & COMPLETE AUTO REPAIR CASE #2020-02

WHEREAS, Michael Engel (Applicant) on or about July 21, 2020, filed an Application for a Special Use Permit for motor vehicle service and repair, minor; an Application for Variations; and an Application for Site Plan Review; with respect to the property located at 1117 E. 31st Street, La Grange Park, legally described in Exhibit "A" and incorporated herein by reference ("Subject Realty"); and

WHEREAS, a public hearing was held before the Planning & Zoning Commission of the Village of La Grange Park, Illinois, on August 26, 2020, pursuant to notice and publication as required by law; and

WHEREAS, the public hearing was opened on August 26, 2020 and pursuant to a unanimous vote of the members of the Planning & Zoning Commission; on August 26, 2020 the public hearing was concluded; and

WHEREAS, with respect to the Application for a Special Use Permit for motor vehicle service and repair, minor, based upon documentary evidence and testimony presented by the Applicant and members of the public, the Planning & Zoning Commission recommended the Village Board of Trustees grant approval of the Special Use Permit based upon certain Findings of Fact, adopted by the Planning & Zoning Commission on September 15, 2020 (true and correct copies of which Findings of Fact are attached to this Ordinance as Exhibit B and incorporated herein by reference as if fully set forth herein); and

WHEREAS, with respect to the Application for Variations:

- a) From Section 153.218(B) to reduce the required loading berth length from 30' to 25';
- b) From Section 153.218(4) of to reduce the minimum required distance from an unenclosed loading berth to a residential property line from 50' to approximately 18';
- c) From Section 153.211(B)(2) to allow for off-street parking in the front yard setback of in the C-1 zoning district;
- d) From Section 153.238(B) to reduce the minimum required width of perimeter parking lot landscaping from 10' to 3';
- e) From section 153.239(A) to reduce the required number of interior parking lot islands from six to one,

based upon documentary evidence and testimony presented by the Applicant and members of the public, the Planning & Zoning Commission recommended the Village Board of Trustees grant approval of the variations based upon certain Findings of Fact, adopted by the Planning & Zoning Commission on September 15, 2020 (attached to this Ordinance as Exhibit B); and

WHEREAS, with respect to the Application for Site Plan Review, the Planning and Zoning Commission granted approval of the site plan in accordance with the Improvement Plans for Murphy's Auto Repair, as prepared by M.A.G. Architect and Code Consulting, Inc., consisting of eight (8) sheets, dated May 15, 2020 and revised through August 17, 2020; subject to the following conditions:

- a) That in accordance with 153.242(B) of the Zoning Code, the Village President and Board of Trustees find that screening of the loading berth is unnecessary;
- b) That a special use permit for motor vehicle service and repair, minor is approved by the Village President and Board of Trustees; and
- c) That variations from Sections 153.218(B), 153.218(4), 153.211(B)(2), 153.238(B); and 153.239(A) are approved by the Village President and Board of Trustees.

WHEREAS, the President and Board of Trustees of the Village of La Grange Park have reviewed the Applications, hearing transcripts and Findings of Fact, and have publicly discussed this issue at a regularly scheduled meeting on September 22, 2020.

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

SECTION 1: That a special use permit for motor vehicle service and repair, minor is hereby granted, in accordance with Section 153.131, Table 8-1 of the Zoning Code.

SECTION 2: That the following variations are hereby granted:

- a) From Section 153.218(B) to reduce the required loading berth length from 30' to 25';
- b) From Section 153.218(4) of to reduce the minimum required distance from an unenclosed loading berth to a residential property line from 50' to approximately 18';
- c) From Section 153.211(B)(2) to allow for off-street parking in the front yard setback of in the C-1 zoning district;
- d) From Section 153.238(B) to reduce the minimum required width of perimeter parking lot landscaping from 10' to 3'; and
- e) From section 153.239(A) to reduce the required number of interior parking lot islands from six to one.

SECTION 3: That all necessary permits may be issued by the Village of La Grange Park, subject to further compliance with this Ordinance and all other applicable Village Ordinances and Codes.

SECTION 4: That this Ordinance shall become effective and shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 22nd day of September, 2020

James L. Discipio, Village President
Village of La Grange Park

ATTEST: _____
Meghan Kooi, Village Clerk

Vote taken by the Board of Trustees on passage of the above ordinance:

AYES:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOS:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

CERTIFIED TO BE CORRECT:

Meghan Kooi
Village Clerk

Approved as to form by Village Attorney: 9/15/20

EXHIBIT A
LEGAL DESCRIPTION

LOTS 233, 234, 235 AND 236 IN ELM TERRACE SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 30 RODS THEREOF) IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
FINDINGS OF FACT

FINDINGS OF FACT
VILLAGE OF LA GRANGE PARK PLANNING AND ZONING COMMISSION
CASE - #2020-02
1117 W. 31st STREET BARNSDALE ROAD

WHEREAS, Michael Engel (Applicant) on or about July 21, 2020, filed applications for the following:

- Special Use Permit for motor vehicle service and repair, minor
- Variations:
 - a) to reduce the required loading berth length
 - b) to reduce the minimum required distance from an unenclosed loading berth to a residential property line from 50' to approximately 18'
 - c) to allow for off-street parking in the front yard setback of in the C-1 zoning district
 - d) to reduce the minimum required width of perimeter parking lot landscaping from 10' to 3'
 - e) to reduce the required number of interior parking lot islands from six to one

For the property located at 1117 E. 31st Street, referred to as "Subject Property"; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the Village of La Grange Park, Illinois, on August 26, 2020, pursuant to notice and publication as required by law; and

WHEREAS, the public hearing was opened on August 26, 2020, and pursuant to a unanimous vote of the members of the Planning and Zoning Commission; on August 26, 2020 the public hearing was concluded.

1. Special Use Permit for Motor Vehicle Service and Repair, Minor

WHEREAS, with respect to the Application for a Special Use Permit, based upon documentary evidence and testimony presented by the Applicant and members of the public, the Planning and Zoning Commission makes the following Summary of Facts, and pursuant to Section 153.056 of the La Grange Park Zoning Code, makes the following Findings of Fact:

Summary of Facts

The Subject Property is located at 1117 E. 31st Street. The property is a corner lot and fronts 31st Street to the south and Kemman Avenue to the East. A public alley is located to the rear of the property on the north side. Ingress and egress to the property is via an access drive on 31st Street, an access drive on Kemman, and via the public alley. The property is zoned C-1 Commercial and is currently improved with a single story building (1,447 square feet) and an asphalt parking lot. The existing use is Murphy's Transmission and Complete Auto Repair. The Applicant requests to expand the existing structure and use, which requires a special use permit, site plan review and certain variations from the Zoning Code.

The Applicant is proposing to construct two building additions onto the existing structure. The west addition will connect to the existing auto repair bays via an interior door. An exterior door located on the north side of the addition will provide access to the loading area. An overhead door which matches the existing overhead doors in size and style will be located on the south side of the addition. According to the Applicant, the west addition will be used primarily for tool and material storage.

The proposed east addition will be located on the east side of the existing building, along Kemman Avenue. The east addition will connect to a hallway in the existing building via an interior door. An exterior door is also proposed on the west side of the east addition leading to an outdoor employee area. The east addition will include two truck bays, a restroom, an employee locker room and an employee lounge with kitchen facilities (refrigerator and sink). A mezzanine level located on the north side of the addition will house mechanicals. Two overhead doors will be located on the south side of the addition.

The interior of the existing building will not be significantly altered, aside from the addition of a fire suppression system. The existing office, public restroom and hallway will remain. The existing parking lot will be reconstructed and reconfigured to bring the property into closer compliance with the Zoning Code. A dumpster enclosure is proposed at the northwest corner of the Subject Property, which complies with the Zoning Code. The existing wall signage will be removed and relocated over the new east addition. The existing phone booth located at the southwest corner of the parking lot and the existing concrete block located at the southeast corner of the parking lot will be removed.

Findings of Fact

- 1. The establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety or general welfare of any portion of the community.**

The motor vehicle service and repair use is an existing use that has been in operation on this site for over twenty years. The property is bordered on three sides by commercial uses. While the property is bordered to the north by single-family homes, a 16' public alley separates the uses. All activity on the site is oriented toward the front of the building on the south side of the property, minimizing disruptions to the adjacent single-family uses. All repair activity will occur inside the building and only small scale loading will occur in the rear (north side) of the building. The impact on adjacent properties is not anticipated to change with the building/use expansion.

- 2. The proposed special use is compatible with adjacent properties and/or other properties within the immediate vicinity of the special use.**

The use is located in a commercial district and is bordered by commercial uses to the east, south and west. The Subject Property is a corner lot that fronts four lane roadways to both the south and east. This a high traffic corner and the intensity of the use is

appropriate given the location. While the property is bordered to the north by single-family homes, a 16' public alley separates the uses. This is characteristics of all of the commercial properties located along the 31st Street corridor.

3. The special use in the specific location proposed is consistent with the spirit and intent of this Code and the Comprehensive Plan.

Both the Zoning Code and Comprehensive Plan designate this property for commercial uses. The automotive repair use is a designated special use within the C-1 zoning district and provides a service to the local community. The C-1 commercial district seeks to "promote development of storefront space and provide for a mix of retail, personal service and office uses along the commercial corridors within the village." The existing business has been in operation for over 20 years, demonstrating an ongoing need for this type of service in the community.

Regarding the request for a Special Use Permit for motor vehicle service and repair, minor outlined above, the Planning and Zoning Commission voted as follows:

AYES: Bartholomai, Boyd, Lampert, Ventura, Lee, Studwell

NAYS: None

ABSENT: Domagalski

2. Variations

WHEREAS, with respect to the Application for Variations based upon documentary evidence and testimony presented by the Applicant and members of the public, the Planning and Zoning Commission makes the following Summary of Facts, and pursuant to Section 153.057 of the La Grange Park Zoning Code, makes the following Findings of Fact:

Summary of Facts

The Zoning Code requires a total of 10 parking stalls be provided on-site, based on the number of bays and the size of the public areas. The Applicant is proposing a total of 13 parking stalls, including one handicap stall. The Applicant believes the additional parking is needed for his operations.

The Zoning Code also requires the provision of a loading area for a commercial use. The Applicant has proposed to locate the loading area at the rear of the property in accordance with the Zoning Code. Due to site constraints, the Applicant is unable to meet the required 30' loading area length (25' is proposed) and is unable to enclose or screen the loading area as required by the Zoning Code.

Three feet of perimeter landscaping will be provided along the southern border of the property. While the Zoning Code requires 10' feet of perimeter landscaping, due to the

existing configuration of the property and the current and anticipated use of the parking area, only three feet of landscaping can be provided. The Applicant has submitted truck turning exhibits demonstrating the need to maintain the majority of the existing parking field thereby reducing the ability to widen the perimeter parking lot landscaping. Although not required by the Zoning Code, the Applicant is proposing to install landscaping along the western perimeter of the parking lot and a three foot tall "knee wall" to provide additional buffering between the Subject Property and the adjacent property to the west. The Applicant is also proposing to install 1' 8" planter running the entire length of the east wall of the east addition. This is not required by the Zoning Code, but will enhance the aesthetic appeal of the property, soften the view of the east building wall from the right-of-way, and incorporate additional green space onto the property.

The Zoning Code requires parking lot islands be provided at the end of each parking row. Due to the parking lot configuration, a total of six parking lot islands are required. The Applicant is unable to comply with this provision of the Zoning Code as it would require the loss of additional parking stalls, which would result in the use failing to meet the minimum parking requirements. Additionally, as illustrated in the truck turning exhibits submitted by the Applicant, if additional parking lot islands were to be incorporated into the south parking lot, utilization of the lot would be significantly compromised. Thus, the Applicant is proposing to install an oversized parking lot end island (10' in width vs. 8.5') at the southeast corner of the property. This island has been increased in size to accommodate an existing light pole and will be landscaped in accordance with the Zoning Code.

Findings of Fact

1. The strict application of the terms of this Zoning Code will result in undue hardship unless the specific relief requested is granted.

The Applicant is unable to comply with the Zoning Code, Section 153.211(B)(2), which requires all off-street parking in the C-1 district to be located in the rear of the building. The current building and parking is existing and in order to comply with the Zoning Code, the entire property would have to be demolished and reconfigured. This is financially unfeasible.

The Applicant is unable to comply with the loading requirements of the Zoning Code, Sections 153.218(B)/153.218(4), due to the proximity of the existing building to the adjacent residential properties. The Applicant's parts and supplies are delivered in small-to-medium sized trucks (not semi-trailers) and a large loading area is not necessary to meet the needs of his business. In order to meet the loading area length requirement or enclosure requirement, the proposed dumpster would have to be relocated further east and north, closer to the residential properties and the Kemman Avenue right-of-way, potentially detrimentally impacting the adjacent single-family residences.

The Applicant is unable to comply with the landscaping requirements of the Zoning Code, Sections 153.238(B)/153.239(A), due to existing site configuration. The Applicant has

demonstrated via the submitted truck turning exhibits that installation of additional landscaping would reduce the parking field to a size that makes it unsafe and unusable for the vehicles and small trucks that he services, thereby making it unfeasible for the business to operate.

2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.

All of the requested variations are due to the unique circumstances that are inherent to the existing configuration of the Subject Property. The Applicant/property owner purchased the property over 20 years ago in its current configuration. The Applicant is unable to comply with the five noted requirements of the Zoning Code due to the location of the existing building in proximity to the parking lot, the need for vehicles of varying sizes to maneuver through the parking field and the desire to mitigate the impacts of the use on adjacent single-family property owners.

3. The variation, if granted, will not alter the essential character of the locality.

The proposed use is an expansion of the existing use. Both building additions will be constructed in a manner similar in material and style to the existing building. The reconstruction of the parking lot and the addition of landscaping (of which there is currently none) will significantly improve the aesthetics of the Subject Property. The proposed improvements are consistent with the existing structure and surrounding properties and will enhance the overall appearance of the street front.

Regarding the request for Variations, the Planning and Zoning Commission voted as follows:

AYES: Bartholomai, Boyd, Lampert, Ventura, Lee, Studwell

NAYS: None

ABSENT: Domagalski

RESPECTFULLY SUBMITTED this 15th day of **September**, 2020.

**VILLAGE OF LAGRANGE PARK
PLANNING AND ZONING COMMISSION**

By: _____

A handwritten signature in black ink, consisting of several stylized, overlapping loops and curves, positioned above a horizontal line.

BEFORE THE VILLAGE OF LA GRANGE PARK
PLANNING & ZONING COMMISSION

In Re the Matter of:)
)
Application for Consideration for) No. 2020-02
Temporary Use Permit and Zoning)
Variations for the Property Located)
at 1117 E. 31st Street,)
La Grange Park, IL 60526)
_____)

REPORT OF PROCEEDINGS
August 26, 2020
7:00 p.m.

REPORT OF PROCEEDINGS had and testimony taken via videoconference, at the public hearing of the above-entitled cause, before the VILLAGE OF LA GRANGE PARK PLANNING & ZONING COMMISSION, held at the LaGrange Park Village Hall, 447 North Catherine, LaGrange Park, Illinois.

Reported by: Pamela L. Cosentino, CSR
License No.: 084-003601

1 A P P E A R A N C E S:

2 PLANNING & ZONING COMMISSION MEMBERS: (Via Video)

3 ERIC BOYD, Chairman

WILLIAM LAMPERT, Member

4 CHRISTOPHER STUDWELL, Member

JIM LEE, Member

5 ROBERT BARTHOLOMAI, Member

MAUREEN VENTURA, Member

6

7 VILLAGE STAFF:

8 EMILY RODMAN, Assistant Village Manager (In-person)

CATHLEEN M. KEATING, Village Attorney

9 MEGHAN M. KOOI, Village Clerk

DEAN MAGGOS, Director of Building & Fire (In-person)

10

11

12 ALSO PRESENT: (In-person)

13 LAWRENCE DZIURDZIK, Allen L. Kracower & Associates

MICHAEL ENGEL, Owner - Murphy's Transmission and
Complete Auto Repair

14

15

16

17

18

19

20

21

22

23

24

1 (Whereupon, the Pledge of Allegiance
2 is honored.)

3 CHAIRMAN BOYD: The next thing on our agenda is a
4 Public Hearing 2020-02, to consider an application for
5 Temporary Special Use Permit and Zoning Variations to
6 the property located at 1117 East 31st Street,
7 La Grange Park, Illinois 60526.

8 I guess we're doing the public hearing, and
9 we're opening up to all those; is that right, Emily?

10 MS. RODMAN: That's correct. It's the public
11 hearing.

12 CHAIRMAN BOYD: Shall I convene the public hearing
13 now?

14 MS. RODMAN: Yes, we would convene the public
15 hearing now.

16 CHAIRMAN BOYD: This is a closed hearing, so the
17 court reporter will now be taking everything down that
18 we say for the public hearing portion. So first thing
19 I'm going to do is to read the public notice into the
20 record.

21 "Notice is hereby given that on August 26,
22 2020, a public hearing will be held before the
23 Planning & Zoning Commission of La Grange Park,
24 Illinois, in the Village Hall at 447 North Catherine

1 Avenue, at 7:00 p.m. or soon thereafter, for the
2 purpose of considering an application for a special use
3 permit and zoning variation for a property zoned at C-1
4 commercial district located at 1117 East 31st Street,
5 La Grange Park, Illinois." I'm going to skip that
6 part.

7 The petitioner is Michael Engel. The
8 petitioner is requesting a special use permit for the
9 expansion of the existing, quote, motor vehicle service
10 repair, minor, enclosed use. Petitioner is requesting
11 variance from number one, the required loading berth
12 length; number two, the minimum required distance from
13 an unenclosed loading berth to residential property
14 line; number three, the prohibition of parking spaces
15 in the front yard; number four, the minimum required
16 widths of further parking lot landscaping; and number
17 five, number of required parking lot islands.

18 Variations are requested in order to
19 facilitate two building additions and a reconfiguration
20 of the existing parking field.

21 The application for zoning variation and
22 description of the proposed use are available for
23 examination during all business hours at the La Grange
24 Park Village Hall, 447 North Catherine Avenue,

1 La Grange Park, Illinois. All interested persons are
2 invited and welcome to attend the hearing. All persons
3 interested in providing testimony at the hearing are
4 welcome to do so.

5 So we're going to have the hearing now. I
6 think what we'll do is -- I'm not quite sure how we do
7 this, Emily. Should we have everyone who's going to
8 testify at the hearing raise their hand or should we do
9 that separately? How do we do that in order to swear a
10 witness?

11 MS. RODMAN: I think given that we're all remote,
12 it will probably be easiest if each person is just
13 sworn in at the time they want to speak.

14 We do not have any public in the Village Hall
15 right now aside from the petitioner and his
16 representative. But there may be -- I see we have a
17 few callers on the phone, so there may be some people
18 on the phone that do wish to provide comment as well.

19 CHAIRMAN BOYD: Let's start then with the
20 petitioner presenting their case. We'll then ask some
21 of the audience to give any testimony they'd like to
22 provide. As Emily just said, we'll swear each person
23 in just before they make their comments or their
24 presentation. We will then have questions from the

1 Planning & Zoning Commission applicant and staff, and
2 then we'll see if there's any further testimony anyone
3 wants to give.

4 When we finally close the hearing, that means
5 all avenues to be considered will be closed and we will
6 consider what's available to us. I will discuss it,
7 and we'll vote on the various requests that have been
8 made.

9 So, Emily, you're moving around here. Shall
10 we begin by having the petitioner make their case
11 and be sworn in?

12 MR. MAGGOS: Mr. Chairman, this is Dean. We're
13 just making sure that the meeting is being recorded.
14 It's a requirement. So if you can hold off for one
15 moment.

16 CHAIRMAN BOYD: Why don't we have the court
17 reporter swear in the first witness, and witness,
18 please identify yourself and state where you live.

19 (Witness duly sworn.)

20 MR. DZIURDZIK: Good evening. Can everybody hear
21 me? My name is Larry Dziurdzik. I'm a land planner
22 with the firm Allen Kracower & Associates. We're land
23 planners and landscape architects located in
24 Lake Bluff, 900 North Shore Drive 60064.

1 So we've been asked to represent the
2 petitioner and owner, Mr. Michael Engel, on an
3 expansion of an existing business located at
4 1117 East 31st Street and Kemman Avenue. I think most
5 of you know where the location is. It's at the
6 northwest corner of that intersection.

7 Kind of interesting, the last time I was here
8 at Village Hall was in 2008. So it's been awhile
9 representing Mr. Engel for exactly a very similar
10 application before the recession. And Mr. Engel did
11 receive approvals from the Board and from the Plan
12 Commission and Zoning ZBA at that time, and the
13 recession unfortunately put a stop to his expansion
14 plan. So I'm very happy to be back. It's been several
15 years. But we're very excited about the proposal that
16 we have before you.

17 Mr. Engel's business is doing extremely well,
18 and he would like to offer more services, and one of
19 those services is the expansion of a couple auto bays
20 inside the building for trucks, for larger vehicles.
21 And when I talk about larger vehicles, maybe a box
22 truck or something in the range of a 30-foot overall
23 length vehicle. Later on in my presentation I'll talk
24 about how that would work.

1 But tonight's proposal is essentially an
2 architectural and site planning adjustment to the
3 property. Mr. Engel has been in business for over
4 20 years, I believe, in La Grange Park. He would like
5 to stay in La Grange Park. He participates in a lot of
6 activities, Halloween, parades. I know he makes
7 donations to the youth baseball program from time to
8 time. So he's very excited about this expansion.
9 And so he contacted my office and said, would you be
10 interested, Larry? And I said, sure, of course.

11 So as the chairman mentioned, it is in the
12 C-1 zoning district. The existing use is an automotive
13 and repair facility, which is a Special Use under that
14 C-1 zoning district. So that's why we have submitted a
15 Special Use permit application to allow the expansion
16 and adjustments to the site plan, because the use is a
17 Special Use.

18 The lot is approximately 12,500 square feet,
19 and the current building was sited or located, we
20 approximate maybe 70 to 80 years ago. So before
21 Mr. Engel purchased the property, I believe it was a
22 gas station at one time for a long time. So it's sort
23 of an adaptive reuse of that property.

24 I think I'd like to start with a couple

1 photographs. Emily, is there any way to pull some up
2 on the screen here?

3 MS. RODMAN: I can here. I just don't know which
4 one you want first.

5 MR. DZIURDZIK: I believe you have a couple
6 exhibits that we made regarding what the building looks
7 like today. I wanted to start off the presentation by
8 what it looks like today.

9 MS. RODMAN: This is the signage one.

10 MR. DZIURDZIK: Yes, that's the signage one.

11 CHAIRMAN BOYD: Before you begin, I think we got
12 the picture, but we can't see them here.

13 The question is, can we see the pictures on
14 our Zoom bar?

15 MS. RODMAN: Sorry, we got echoing because we got
16 both computers on.

17 I'm going to share the screen. I just have
18 to pull up the files first.

19 CHAIRMAN BOYD: Okay. Thank you.

20 MR. DZIURDZIK: Can everybody see that? So I'd
21 like to start with the south elevation. That's the
22 front of the building. I think most of you have seen
23 the property. You've probably seen the building. It's
24 a one-story masonry building with three car bays made

1 out of split-face block. Murphy's Transmission &
2 Complete Auto Repair is a sign backlit that's mounted
3 to the top of the parapet wall. I've included some
4 elevations of the west side. You can take a look at
5 what the west elevation looks like that's there
6 currently today.

7 And actually at the west elevation, that's
8 the west expansion where we're actually extending the
9 building approximately 14 feet. You can see the east
10 elevation. That elevation we're extending more or less
11 28 feet. Then we can see the north elevation where
12 we're actually -- I took a photograph looking sort of
13 in that southeast direction. That's where the
14 expansion would be coming out toward the public alley.

15 CHAIRMAN BOYD: Is there some sort of discussion
16 going on in the background?

17 MR. DZIURDZIK: Exhibit Number 2, we photographed
18 some of the existing uses around the property, so the
19 first picture on the upper left is the single-family
20 residential that's located across. We have a public
21 alley approximately 16 feet in width. That's the first
22 house directly north of the applicant's property and so
23 that's zone R-1.

24 So we have residential to the north. The

1 second picture is the auto body and car wash located
2 south of 31st Street. That's in the C-1 district
3 that's directly south of us. To the west of us we have
4 some -- I'm not quite sure what that building is
5 directly to the west of us, but I do know there's an
6 orthodontist and dentist use to the west of us. And
7 then to the east of us is the PNC Bank. So these are
8 actually the surrounding uses.

9 So we're basically surrounded on the east,
10 south, and west sides by similar zoning, and we have
11 residential zoning to the north.

12 Emily, could we get to maybe the views down
13 the -- I had an exhibit of the -- looking down the
14 parkways.

15 MS. RODMAN: That's this next one here.

16 MR. DZIURDZIK: Perfect.

17 So the first photograph on the upper left is
18 a view looking east along the parkway. You could see
19 where the applicant is parking his cars today. So that
20 area, basically where the curb stop is, that's going to
21 be a new landscape screen or buffer area parkway.
22 We're not touching the parkway. But that gives you a
23 good idea of what's going on there. We have existing
24 parking along 31st Street, and in our final proposal,

1 we're keeping some parking, and I'll get to the site
2 plan in a little bit.

3 The next picture on the right is a view
4 looking west. You can see the parkway and what that
5 looks like. Then you can see the intersection of
6 Kemman and 31st Street. There's a lot going on there.
7 You have the signals. You've got the village lights.
8 You have an existing light. Mr. Engel's property,
9 that's actually an older light left over from the gas
10 station days. And actually that last stall next to the
11 sidewalk, that's going to be our proposed landscape
12 island with a new tree and plantings.

13 The last picture is a shot down the
14 private -- I'm sorry -- the public alley looking east.
15 You can see the residential uses there.

16 Emily, one more slide.

17 So the last slide I have just a little more
18 detail of what the architecture looks like. I
19 personally like the building. I think Mike has done a
20 very nice job when he re-did the building with the
21 facade. It's split-face block with a couple different
22 tans and cream colors with a beautiful sign. He's
23 actually lit the pilasters with the sconce. That's
24 what the first picture shows. Just another view of

1 what it looks like looking in the northeast direction,
2 more of the detail.

3 I show the detail because I want you to keep
4 in mind that our proposal, our expansion is using the
5 same materials. The same type of overhead doors and
6 glass, the same type of block, the same type of sill,
7 we have a limestone sill about 30 inches from the
8 ground. That's going to carry in the east and west
9 directions.

10 And the signage, we're basically going to be
11 removing the signage from where it is today, and then
12 it's going to our new two-story elevation located to
13 the east. And I'll get into those elevations in a
14 little bit.

15 Emily, is it possible to turn to our site
16 plan?

17 MS. RODMAN: Yes.

18 MR. DZIURDZIK: So I'd like to get into the plan.

19 So as I mentioned before, we have a west
20 addition to the existing one-story building and we have
21 an east addition. The west addition or expansion is
22 approximately 392 feet, and the use of that is going to
23 be tools, storage, and an air compressor.

24 So what Mr. Engel is trying to do is he's

1 trying to free up space and spread out some of his
2 tools and the way how he lays out his equipment in some
3 of these newer additions so he could work more
4 effectively and efficiently.

5 There we go. Perfect.

6 So I just described the west addition,
7 and that's about 14 feet, and I believe we're
8 maintaining a 4-foot side-yard setback on that west
9 property line.

10 In terms of setbacks, I believe we're
11 exceeding, of course, the front yard setback in the C-1
12 district. The building is set back almost 63 feet from
13 the right-of-way on 31st. It's set back almost 33 feet
14 from the private or -- I'm sorry -- the public alley,
15 4 feet on the west, and with the new addition, we're
16 about 1 foot 8 inches from the east property line.

17 So the east addition is going to have two
18 working stations or two bays, car bays for additional
19 work.

20 In the back will be more tools. Mr. Engel
21 had decided to put a second-story mezzanine, is what
22 we're describing it. It's not going to be an occupied
23 space. It's going to be a space for air compressors,
24 tools, mechanical equipment. So that's about 336 feet.

1 So the existing building today is about
2 1,456 feet with the west and east expansions. The
3 total square footage of the building will be
4 approximately 3,640 square feet.

5 So I'd like to get into the site plan and I
6 thought I'd start with the parking along 31st Street.
7 We have provided a three-foot landscape buffer planted
8 with a deciduous shrub. We've provided an island at
9 that southeast corner with a three-inch -- I believe
10 we're planting a three-inch shade tree. We've allowed
11 access for that first stall number eight to allow -- I
12 know Emily was concerned or staff was concerned about
13 doors opening and hitting that light pole. So we've
14 set the curb back and the stall. We made it extra six
15 inches wider. So that first stall is 9 feet. The rest
16 of the stalls going west are 8 foot 6, which complies
17 with code. And you can see at the end, we have a
18 striped island.

19 On the west of the property, we have room to
20 plant again another deciduous shrub hedge on the west
21 side of the property, and we've located our handicap
22 parking stall directly in that corner in front of the
23 west addition. We've kept that back. We've striped
24 it. I know the striping actually bleeds into the

1 striping on the building. But we do have pavement
2 markings for the handicap access that they would be
3 able to travel to the front door, which I've shown the
4 door right there. And we also have a north stop access
5 way that's striped as well to lead you into the front
6 door.

7 In the back of the building, on the north
8 side of the building, we have our loading berth and we
9 are seeking a variation from that loading berth. We're
10 not able to achieve a 30-foot in length. We've
11 provided 25 feet by 12 feet. So the loading would
12 occur there.

13 By the way, when we speak of loading,
14 Mr. Engel has explained to me that basically the parts
15 that arrive come in a small pickup truck and normally
16 they pull in the front and he's there for a couple
17 minutes, he drops off spark plugs, tools, what have
18 you, and he leaves. So there's no -- correct me if I'm
19 wrong, Mr. Engel, but there's no large products or
20 merchandise being loaded or dropped off.

21 So those drop-offs will now occur off the
22 public alley in the back. There's a door actually
23 provided at the west addition.

24 Right there, Emily. Thank you.

1 Then we also have our trash enclosure located
2 off the west addition, which is basically more of the
3 same block, the CMU block. So it's going to appear to
4 be an extension with a nice solid wooden gate up to the
5 closure.

6 So we're providing five parking stalls in the
7 back, and then as you go a little bit further east, we
8 have a little employee area that Mr. Engel would like
9 to put a picnic table perhaps and have an area for
10 employees to have lunch.

11 And then of course on the east side of the
12 east addition, we're allowing some planting space there
13 and we're going to be planting right up against the
14 sidewalk and the building.

15 So currently today, we have no landscaping,
16 it's basically a hardscape site, and we have
17 attempted -- and it was challenging trying to get
18 landscaping in where we could while still allowing
19 turning movements by trucks, by tow trucks, and by
20 larger SUVs.

21 I'm going through my notes to see if there's
22 anything else I'd like to talk about with the site
23 plan. I don't think so.

24 Emily, could we turn to some of the turning

1 maneuver exhibits?

2 You should have these in your packets. We've
3 engaged a civil engineer, Cross Engineering, Steve
4 Cross, and we studied how trucks and larger vehicles
5 would enter this property. Basically the same way they
6 enter today. Mr. Engel receives cars by tow truck, but
7 primarily on a flatbed tow truck that's about 30 feet
8 in length. So we put together three different turning
9 movements to show you how a larger vehicle would
10 actually come into the site off of 31st Street.

11 So the first one shows a vehicle turning. As
12 they're travelling eastbound, they pull into the
13 existing driveway. By the way, the driveway is to
14 remain as-is. We're not adjusting or changing
15 the dimensions of the driveways. But you can see the
16 movement that a larger vehicle will need to make in
17 that space, and basically it does the same thing today.

18 But we've graphically represented it to
19 everybody to show how that would work with the parking
20 stalls that are approximately 18 feet in length and
21 then also with our 3-foot landscape space.

22 So this is a three-point turn that a larger
23 vehicle would have to make in order to pull straight
24 into the building.

1 If you look at Exhibit 2, this is the same
2 kind of movement except we're going to the east
3 addition. So this is how a vehicle would turn around
4 or basically back up and pull straight in to the east
5 addition. I thought it was very interesting that,
6 again, with the radius and the wide turns.

7 By the way, the tire movements are the dash
8 line, and then the overhang of the vehicles are the
9 solid line. So you can't just look at the wheels. You
10 have to look at the whole vehicle. As the truck or a
11 vehicle is turning, you have to look at the outside
12 bumpers in the front and back to make sure you have
13 sufficient clearance. So this is just to prove to us
14 and to Mr. Engel that our site plan does work with this
15 configuration.

16 So this one is coming off of Kemman going
17 northbound, swinging into the existing drive. You
18 could see that this vehicle would basically -- this
19 movement is -- actually the vehicle backs into the east
20 addition, and you can see how close it does get to the
21 stalls along 31st Street, but it does work. There's
22 adequate clearance and sufficient turning room to get
23 that vehicle into the bay for work.

24 Emily, is it possible to go to one of the

1 elevation sheets?

2 So I'd like to move to the elevations to
3 describe what the appearance of the building would look
4 like from 31st Street.

5 So if you could turn to your packets A-5, I
6 could discuss the south elevation. So the top
7 rendering by our architect is the south elevation. You
8 could see that the block is going to be consistent with
9 what's there today. We're just basically extending it
10 in an east and west direction.

11 We are adding a two-story element with a
12 curve arch feature with a keystone on the far east side
13 with two larger bays for the larger trucks, as I
14 explained before. And the Murphy's Transmission
15 and auto repair signage would be moved in that location
16 there. And I believe we're complying with zoning for
17 the signage. I believe we're allowed almost 100 square
18 feet, and I believe we're at about 45 square feet plus
19 or minus.

20 Two new light sconces would be on the
21 pilasters on either side of the overhead doors.

22 And on the west side, that extension is about
23 14 feet again, the same brick, the same banding, the
24 same colors. There we have a 12-foot ceiling clear

1 height with a new sconce. The elevations, let's see.
2 The architect drew an elevation of the north elevation,
3 that elevation is what you would see from the alley.
4 You could see the two-story mass would be all block on
5 the west side. On the east side you could see -- I'm
6 sorry. On the west side you could see the trash
7 enclosure with the screen wall and the gate and then
8 the two elevations below.

9 The east elevation along Kemman would have
10 some windows, you could see that. You could see how
11 the downspouts would work. It is a flat roof, by the
12 way. I don't know if I failed to mention that, but it
13 is a flat roof. And then the west elevation is a
14 simple one-story element there.

15 You know, I failed to mention that we did
16 issue a public notice to all our neighbors. So I'd
17 like to officially enter the receipts into the public
18 record that that was notified. So I think we notified
19 34 or 35 residents within 250 feet. So from the legal
20 standpoint, I wanted to enter that.

21 I think at this point I'd like to just
22 address some of the variations. As the chairman
23 mentioned, there were several variations that we're
24 seeking tonight along with our site plan approval

1 and Special Use permit. Most of these variations are
2 due to just the nature of where the building currently
3 sits today, how the building is -- has been used for
4 the last 20, 23 years, what we've tried to do by
5 maintaining as much parking as possible while allowing
6 landscaping where feasible.

7 For example, the code requires a landscape
8 island at the end of each run or parking bay. We just
9 cannot achieve that. We've tried our best. But of
10 course we just cannot do it. We have provided one
11 parking island on the far east side with a gorgeous
12 tree, and that's basically what we can do in terms of
13 that variation. So we are seeking a variance to allow
14 relief from that requirement.

15 There's also the requirement of a 10-foot
16 landscaped yard from 31st Street. As I mentioned with
17 our turning movement studies, we just cannot achieve
18 10 feet. The best we can do is 3-foot, possibly 3-foot
19 6.

20 By the way, I did forget to mention, we are
21 proposing a 6-inch barrier curb along our landscape
22 areas. So that's what that double line represents. So
23 that will actually be a nice planting bed which will
24 protect the plantings from salt spray, from people

1 walking on it. We also have a curb on the far west
2 side as well. So that will be a 6-inch barrier curb,
3 which would be a new addition and a nice feature for
4 Mr. Engel's property.

5 The next variation that we're looking for is
6 the loading berth in the back. We cannot achieve the
7 30-foot length loading berth where the building is
8 cited to the public alley. We just don't achieve that
9 30 feet. We looked at putting the loading berth in the
10 front of the building, but I believe staff would like
11 to see the loading berth in the back of the building.
12 So we're about 5 feet short there for that variation.

13 There's another variation that the loading
14 berth needs to be 50 feet away from any residential
15 district, and, of course, we have a 16-foot wide alley.
16 So, therefore, we will not achieve that 50-foot
17 distance. There's just no possible way. So we're
18 asking for relief on that variation as well.

19 Lastly, the last variation we're looking for
20 is under the C-1 zoning district, parking is not
21 permitted in the front yard. And that's a very
22 interesting requirement by the village. Mr. Engel has
23 used parking in the front as long as he's occupied the
24 property. The property functions with parking in the

1 front.

2 So we are asking for relief tonight to allow
3 that parking within the front yard setback. We just
4 cannot afford to lose parking, almost eight spaces, if
5 we removed the parking and placed it somewhere else on
6 the property. I think the property -- my office is
7 very confident that the site plan works. It works
8 basically today. Mr. Engel has been very successful
9 with how cars maneuver on the property. And we've
10 added a slight landscape and green touch, and I hope
11 everybody agrees. And I would be happy to answer any
12 questions.

13 CHAIRMAN BOYD: Thank you, Mr. Dziurdzik. Nicely
14 done. Before I ask if the Board or staff have
15 questions, let's see if there's any members of the
16 public that have questions.

17 I saw one person try to ask a question on the
18 chat. If they'd like to speak up now before then, they
19 could ask a question or give any testimony they'd like
20 to.

21 MS. ANDERSON: Thank you. This is Shirley
22 Anderson. Can you hear me?

23 CHAIRMAN BOYD: We can hear you. Can we have you
24 sworn in first before you begin?

1 MS. ANDERSON: Sure.

2 (Witness duly sworn.)

3 CHAIRMAN BOYD: Ms. Anderson, I will let you ask
4 whatever you want to of the petitioner or staff, but
5 will you tell us your full name and where you I have.

6 MS. ANDERSON: My name is Shirley Anderson. I live
7 at 1120 Kemman Avenue, which is the third house down
8 from Murphy's.

9 CHAIRMAN BOYD: Okay.

10 MS. ANDERSON: I have two concerns. My first
11 concern is the storage of combustibile materials.
12 Should there be a fire of any sort, has this business
13 owner proposed any preventative measures he plans on
14 taking moving forward?

15 CHAIRMAN BOYD: Ms. Anderson, if you want to ask
16 your question, and then we'll have the petitioner
17 respond. It will be easier that way than back and
18 forth if you don't mind.

19 MS. ANDERSON: Okay. My second question is an
20 issue of noise. There's a number of residents in the
21 area working from home, and I'm concerned with the
22 issue of it may possibly increase traffic or noise from
23 the business.

24 CHAIRMAN BOYD: I think, Ms. Anderson, the question

1 you posed on the chat was will the alley behind the
2 business be used, as I just got as the third question
3 from you. Is that right?

4 MS. ANDERSON: I think you answered that.

5 CHAIRMAN BOYD: Anything else, Ms. Anderson, before
6 I turn it back over to Mr. Dziurdzik?

7 MS. ANDERSON: Thanks. That's it for new.

8 CHAIRMAN BOYD: Thank you so much.

9 Mr. Dziurdzik, can you respond?

10 MR. DZIURDZIK: Sure. We'd like to respond. Thank
11 you for the questions.

12 I'd like Mr. Engel to respond to the
13 combustible materials.

14 CHAIRMAN BOYD: Mr. Engel should be sworn in as
15 well, so come in and join the party.

16 (Witness duly sworn.)

17 MR. ENGEL: So any combustible materials, we do not
18 have any combustible materials. We're actually
19 planning on putting a sprinkler system in throughout
20 the whole facility, and that pretty much will cover any
21 kind of fires, if there's anything that happens like
22 that. But no combustible materials at all.

23 As far as the noise, you know, my hours of
24 operation is 8 to 6. Pretty much any auto repair, even

1 across the street from me, their hours are the same.
2 We don't work late hours. I don't work until 10:00 at
3 night. Pretty much the whole back of the building is
4 cinderblock wall. So I don't think the noise will
5 actually be penetrating past the alley to any of the
6 residents.

7 MR. DZIURDZIK: Thanks, Mike.

8 So I hope that addresses those two questions.

9 In terms of increased traffic, we don't
10 believe there will be increased traffic for this
11 proposal. The amount of traffic that's being
12 generated, we expect it to be about the same. I think
13 Mr. Engel plans on hiring possibly one to two new
14 employees to work on some of the larger vehicles. When
15 I mention larger vehicles, I talk about box truck or
16 SUVs, larger vehicles of that sort, probably in the
17 30-foot length.

18 But, no, I don't believe there will be
19 additional noise or traffic. Just reiterating what
20 Mr. Engel has said.

21 CHAIRMAN BOYD: Thank you.

22 Does anyone else from the public like to make
23 a comment or ask some questions?

24 MR. CZMIL: Yes. Mike Czmil.

1 CHAIRMAN BOYD: Mr. Czmil, state your name for the
2 record. Let's get you sworn in first, then state your
3 name for the record and where you live. I can see that
4 you're on the thing here, but I can't see your face.
5 If you intend to have your video shown as well?

6 MR. CZMIL: I don't need it. Would you like to see
7 it?

8 CHAIRMAN BOYD: We can hear you. We just can't see
9 you. So anything you'd like is fine.

10 (Witness duly sworn.)

11 CHAIRMAN BOYD: Go ahead, Mr. Czmil.

12 MR. CZMIL: Good evening, everyone. So my wife and
13 I live at 1111 Newberry Avenue, which is the first
14 residence exactly west of the business down the alley.

15 So we have a couple questions. One of them
16 is, is the alley going to be repaved during any of
17 this? It's in pretty bad shape.

18 Second question is, is there any obstruction
19 when you're going eastbound in the alley to turn onto
20 Kemman, whether it's north or southbound with the
21 addition on the east side?

22 And the third question is, as far as the
23 loading area, I think that's directly related to the
24 residence behind me where he pulls in and out of his

1 garage. I don't see him on here -- oh, there he is
2 right there. I don't think it interferes with him at
3 all. So I have a concern about that.

4 So those are my three questions.

5 CHAIRMAN BOYD: Thank you. Would the official like
6 to address those questions now?

7 MR. DZIURDZIK: I can. I can't really answer the
8 pavement or the alley. It is a public alley.

9 Emily, maybe is there any work proposed for
10 the public alley?

11 MR. DZIURDZIK: Emily is coming over to answer.

12 (Witness duly sworn.)

13 MS. RODMAN: So at this time the alley is public.
14 The Village does not currently have any plans to repave
15 the alley right now. Certainly not related to this
16 project. As I think a lot of our residents are well
17 aware, the street paving has been a priority of the
18 Village Board for a number of years. We have been
19 fortunate that we have been able to stretch the
20 referendum dollars from 2016 a couple years beyond what
21 we anticipated, and we have been able to incorporate
22 some repaving of a couple of alleys as part of that
23 program. But given the priority of the paving of our
24 public streets, those obviously take priority over the

1 paving of alleys.

2 So we do continually evaluate the alleys.
3 Public Works and our village engineers do go out and
4 evaluate all of our village pavement on an annual
5 basis, so they are aware of the condition. But
6 currently, work in the majority of the alleys is just
7 not prioritized over work over our public streets.

8 MR. DZIURDZIK: Thank you, Emily.

9 So to answer the question about whether or
10 not there's going to be an encroachment for the
11 expansion on the east side, no, no. We actually --
12 I'll give you a dimension of what that expansion is
13 from the alley.

14 Over 9 feet from the public alley. So that
15 building -- so the north face of that east addition
16 will be approximately 9 feet off the alley. Plenty of
17 room. I'm just looking at the site plan now for
18 maneuvering north or south on Kemman. So to answer
19 your question, no, there's no encroachment.

20 And in terms of the loading area, we thought
21 that that was the best place to provide that loading
22 berth, 12-by-25. It's essentially almost an imaginary
23 box that we've drawn on the site plan, showing where
24 somebody could pull in and pull back out. I don't know

1 exactly where your driveway is, but we're assuming that
2 there will be no conflicts backing out into that public
3 alley.

4 MS. RODMAN: Can I add to that?

5 MR. DZIURDZIK: Actually, Emily is going to add to
6 my answer.

7 MS. RODMAN: I just wanted to make one note with
8 regard to the location of the loading berth. The
9 village code, the Zoning Code actually prohibits
10 loading berths from being located in the front yards of
11 properties. So the village code requires that that
12 loading berth be located at the rear of the property.
13 So the property owner, unless they were seeking relief
14 from that, did not have a choice in terms of where they
15 located that loading berth.

16 The code also requires that loading berths
17 that are within 50 feet of a residential property be
18 completely enclosed. That is one of the variations
19 that the petitioner is seeking tonight because they
20 don't have the ability to enclose that loading area
21 given the constraints of the site.

22 We have had several discussions both with the
23 petitioner and internally about loading activities on
24 the site. And from staff's perspective, because the

1 loading activities are limited to very small-scale
2 trucks and small-scale deliveries, they're not the type
3 of loading activities you see in our manufacturing
4 areas where you have large semis coming in with big
5 pallets and forklifts. The loading is very minimal.

6 So we don't believe that that loading
7 and unloading will be disruptive to the adjacent
8 residential uses, and so we don't believe that it is
9 needed to enclose that loading area.

10 I just wanted to add some of that additional
11 context as it relates to the village code requirements
12 for loading areas.

13 MR. DZIURDZIK: Thank you, Emily.

14 CHAIRMAN BOYD: All right. Anyone else from the
15 public have any comment or questions they'd like to
16 make?

17 MR. CZMIL: Can I just finish with a comment?

18 CHAIRMAN BOYD: I'm sorry, sir, yes, go ahead.

19 MR. CZMIL: I think it's fantastic that the
20 business would like to stay in town and that he's doing
21 well, that he can expand. From the original plans with
22 a larger area for landscape on 31st Street, I think his
23 new plan proposal is fantastic for what he needs. I
24 would agree with him. I think it's great.

1 MR. DZIURDZIK: Thank you, sir.

2 CHAIRMAN BOYD: Thank you for that comment.

3 Anyone else that has not spoken previously
4 that would like to be sworn in and either provide
5 testimony or a comment or question for the Board's
6 consideration?

7 Okay. Emily, I'm going to turn it back to
8 you just for a second before we start going around the
9 horn and asking questions of petitioner, any other
10 comments you'd like to make in general? Your statement
11 to the Board was good, but I just want to make sure you
12 have an opportunity to present any other information
13 you'd like to consider.

14 MS. RODMAN: Thank you. Yes, I do have just a few
15 comments. The petitioner's presentation was very
16 thorough, so I don't want to go through all of the
17 areas that they covered. But I had a few things I did
18 want to share with the commission.

19 The first is just a general comment about the
20 progression of the project design and the site plan.
21 And Mr. Engel approached staff several months ago about
22 his plans to bring this project back forward to the
23 village and that he wanted to move forward with these
24 additions. He did have initially a very different

1 iteration of the plan, and so there was back-and-forth
2 between staff and Mr. Engel and his consultant
3 Mr. Dziurdzik about the site plan.

4 So I just wanted to make note and give credit
5 to the property owner and his project representative
6 for the effort that they put in to try to meet the
7 village code. We really pushed the applicant to meet
8 as many aspects of the code as they could, particularly
9 with regard to landscaping. That was very important to
10 staff to incorporate that into the site. That was not
11 part of the original plan, but the applicant clearly
12 worked very diligently to do his best to incorporate
13 landscaping and incorporate the other code requirements
14 into the project design. That did take some time.
15 That did delay submittal of the materials.

16 And so I just want to make note that, from
17 staff's perspective, we do appreciate the amount of
18 effort that they went through to work on redesigning
19 the project to address our concerns and to address the
20 village code. Not all of our applicants do that, so I
21 think that that is something that's worth mentioning.

22 I also wanted to revisit the variation
23 request really quickly just to provide staff's analysis
24 of the variation requirements. With regard to the

1 first one, the reduction of the loading berth length,
2 as Mr. Dziurdzik explained, they just don't have
3 adequate length for that loading berth to be 30 feet.
4 They also don't need a 30-foot loading berth given the
5 type of loading activities that occur currently and
6 will occur in the future. So staff is supportive of
7 that variation.

8 I already talked about the variation request
9 regarding the unenclosed loading berth within 50 feet
10 of residential. So staff is supportive of that
11 variation as well.

12 The next one, regarding off-street parking in
13 the C-1 zoning district, obviously this is an existing
14 building with existing parking, parking that has been
15 in the front yard for a number of years. So it is
16 grandfathered into the code. It would be completely
17 unfeasible for them to rework the site to remove that
18 parking or to relocate that parking to the rear. So we
19 are supportive of that variation being granted.

20 And then with regard to the perimeter
21 parking landscaping, the reduction of it from 10 feet
22 to 3 feet, as I mentioned, we really pushed the
23 applicant to include as wide of a landscape area as
24 possible. We asked them to look at the truck-turning

1 exhibits to demonstrate that they did put in as much
2 landscaping as possible. We obviously did not want to
3 compromise the functionality of the site. That's
4 important, too, for the business to be successful. So
5 staff is satisfied that the applicant has incorporated
6 as much of that parking lot perimeter landscaping as
7 possible. So we are supportive of that variation.

8 And then the last variation, which is to
9 reduce the number of required interior parking lot
10 islands, so they are providing the one at the southeast
11 corner that is actually larger than the village code
12 requires, but they are unable to provide the other
13 parking lot islands at the end of the other parking
14 roads as Mr. Dziurdzik explained; and as the
15 truck-turning exhibits also demonstrate, if you had
16 parking islands there, that would interfere with those
17 truck movements.

18 I did want to mention, as noted in staff's
19 memo, that the landscaping that is being provided on
20 the west side of the property, so that additional row
21 of shrubs along the west side of the property, and then
22 also the landscaping that is being provided on the east
23 side of the property along the east addition, neither
24 of those landscape areas are required by village code.

1 So that is additional landscaping that the
2 property owner is proposing. He understands that he
3 cannot meet the landscaping requirements as it relates
4 to the interior parking lot and the perimeter parking
5 lot landscaping, but he has tried to incorporate the
6 landscaping in these other areas to make up for that.
7 So I just wanted to note that as well.

8 Again, an effort on their part to try to
9 address the village's concerns about softening all of
10 the impervious surface that exists on the site.

11 So from staff's perspective, we do believe
12 that the standards have been met for the variation
13 request. We are, of course, supportive of the special
14 use, as it is an existing use. It's appropriate for
15 its current location, located along two major arterial
16 roadways. And then we are also supportive of the site
17 plan review because it does comply with the code, with
18 the exception of those five variations that we've
19 discussed.

20 So just wanted to make sure that I noted all
21 of that for the record.

22 And the last thing I have is just that the
23 Commission received earlier today an e-mail from a
24 resident who wanted to provide public comment. So I

1 just want to make sure we make note that we did receive
2 that e-mail and that's entered into the record as well.

3 Thank you.

4 CHAIRMAN BOYD: Thank you, Emily. As you were
5 talking, on our chat function on the Zoom call, we had
6 someone else who had a comment and question.

7 Jose, you can make a comment, but,
8 unfortunately, given this format, it won't show up in
9 the public record unless you're sworn in and state your
10 name then provide your testimony or comment.

11 If you'd like to do that please unmute
12 yourself now and we'll have you sworn in.

13 (Witness duly sworn.)

14 CHAIRMAN BOYD: Go ahead. State your name and
15 where you live.

16 MR. ESTELLA: Okay. My name is Jose Estella. I
17 live at 1112 Kemman, which is the property directly
18 north across the alley on Kemman.

19 My concern with the loading berth is it is
20 directly across from my alley, my alley -- from my
21 garage, which exits directly to the alley. And my
22 concern is arriving and leaving my garage.

23 Will the shortage of the distance of that
24 loading berth have the trucks protruding and blocking

1 the use of my garage?

2 CHAIRMAN BOYD: That's a good question. I think
3 the petitioner may have already addressed that but
4 please go ahead and address the question. Thank you.

5 MR. DZIURDZIK: Sure.

6 I think it's going to be myself and Mr. Engel
7 addressing it. But, as I mentioned, the loading berth
8 is 25 feet in length. And I believe, based on what
9 I've seen on the property, the deliveries are a small
10 pickup truck and it's no longer than probably 16 or
11 18 feet in length. So I believe most of the deliveries
12 are very quick, they come in.

13 And perhaps Mr. Engel could talk about how
14 often they occur on the property and at what times.

15 Mr. Engel, could you describe that?

16 MR. ENGEL: How are you doing, Jose?

17 Yeah, I mean, the little pickup trucks that
18 come in, they're in and out, you know. I don't
19 think -- we have the garbage dumpster that's there
20 already and the garbage truck actually pulls in, which
21 is much more massive in size, I think would be more of
22 a problem. The little pickup trucks come and go quick,
23 they're in and out in not even minutes. I don't think
24 it's going to be an issue.

1 Definitely it's not going to block, you know,
2 your driveway or your entrance to your garage, and I
3 would definitely make sure of that. I mean, you've
4 been a great neighbor, you know, customer, and
5 everything else. I definitely wouldn't want any
6 problems with that.

7 MR. ESTELLA: Okay. Thanks, Mike.

8 MR. ENGEL: Thanks.

9 CHAIRMAN BOYD: Thank you all. Okay. Anyone else
10 from the public have any questions or comments they'd
11 like to make?

12 Let's just go around the board and have our
13 board members ask questions of either staff or
14 petitioner.

15 Ms. Ventura, I'm going to begin with you
16 since you're the newest among us.

17 COMMISSIONER VENTURA: I get the privilege tonight.

18 I don't think I have additional questions. I
19 thank the petitioner for a very thorough presentation
20 and additional comments that were made by staff. I
21 will just make a general statement that I'm supportive
22 of the variations under the circumstances. Given that
23 the petitioner has been in the community for 20-plus
24 years, it was not unconditional, it was brought in

1 2008, but it sounds like they've made valiant efforts
2 to try to meet the code. And the property is unique
3 with regard to kind of the grandfathered-in activities,
4 and I think it's a win for the community to allow him
5 to expand on their business.

6 I have nothing further.

7 CHAIRMAN BOYD: Thank you.

8 Mr. Bartholomai?

9 COMMISSIONER BARTHOLOMAI: Yes. The question for
10 the petitioner regarding the parking, which I suppose
11 you're doing it in reverse and you're grandfathered in
12 to allow parking in the front, but there is five spots,
13 I believe, in the back.

14 Are those going to be primarily used by
15 employees? And if so, will that be designated as such?
16 Because that might actually reduce the alley traffic if
17 potential customers don't even drive down that way.

18 MR. DZIURDZIK: A very good question. I believe
19 the employees would be parking in the back.

20 Mike, is that correct?

21 MR. ENGEL: Yes.

22 MR. DZIURDZIK: That's correct. So that would be
23 employee parking.

24 COMMISSIONER BARTHOLOMAI: That's the only question

1 I have. Thank you.

2 CHAIRMAN BOYD: How about Mr. Lee, do you have any
3 questions or comments?

4 COMMISSIONER LEE: I would agree with Ms. Ventura,
5 that it was a very thorough write-up from staff during
6 their application presentation here tonight. So thank
7 you for that.

8 You answered the majority of the questions.

9 I did hear you say that there was an outreach
10 to numerous neighbors, and I'm not sure I heard, aside
11 from folks that spoke on the call tonight, I'm not sure
12 that I heard what the results of the other outreach
13 was, if there were significant concerns or disagreement
14 with the plans for Murphy's?

15 MS. RODMAN: So I can respond to that, as the
16 letter that is sent out to the adjacent property
17 owners, while it's sent by the applicant, it is a
18 letter that is undersigned by me and it comes on
19 Village letterhead so residents who have questions or
20 concerns are directed to contact me with those. The
21 sign that is also placed on the property directs people
22 to call Village Hall with questions.

23 So I did not receive any questions or
24 comments from any residents other than that one

1 resident that e-mailed his comments, as I mentioned
2 earlier, in support of the project. I did not receive
3 any phone calls or e-mails from any residents with any
4 additional comments or concerns about the project.

5 MR. LEE: Thank you, Emily.

6 I don't have any other questions,
7 Mr. Chairman. Again, I think it was a very thoughtful
8 plan. The applicants certainly did what they could to
9 adhere where they can; yet, they have a very unique
10 property footprint. I agree with staff, too, that the
11 addition of the landscaping will make this even nicer.
12 So that was definitely a nice touch.

13 For the public record, I would say when the
14 applicant is not particularly thoughtful about
15 landscaping, this commission will question, I think,
16 even harder. So to see that thoughtfulness put into
17 the plan I think is a huge boom for it. I looked at
18 the plant types, too, and they look like fantastic
19 plant types as well. You're not just putting in Hostas
20 on the edge of the road. So nice work on that. So
21 thank you. That's it for me.

22 MR. DZIURDZIK: Thank you.

23 CHAIRMAN BOYD: Mr. Studwell?

24 COMMISSIONER STUDWELL: Thank you, Mr. Boyd.

1 I have a couple questions, one for staff, and
2 the idea that we even have to consider a front parking.
3 Was that added to the code when it was restructured, in
4 what was it, 2011 or whatever, or is this something
5 newer?

6 MS. RODMAN: You know, honestly I don't know the
7 answer to that question. I suspect that it probably is
8 a newer standard that was incorporated when the code
9 was rewritten in 2011. You know, from a planning
10 practice standpoint, when you're looking at commercial
11 areas, you typically like to push the parking to the
12 back of the building so that you're bringing the
13 buildings closer to the street front and you're
14 bringing the activity and the vibrancy of people
15 walking along the storefronts closer to the street so
16 that when people are driving down the street, they just
17 don't see fields of parking.

18 So I would guess that that is probably part
19 of the thought process that went into this regulation,
20 but I can't say for sure when the regulation -- Dean
21 thinks he can. Dean was here during that time.

22 Do you want to come over here, Dean, or do
23 you want to answer from there?

24 MR. MAGGOS: I can answer there, unless that's

1 bothering you.

2 MS. RODMAN: Should be fine.

3 CHAIRMAN BOYD: Get sworn in.

4 (Witness duly sworn.)

5 MR. MAGGOS: I don't have the exact date. I just
6 remember that the original Zoning Code that was here in
7 place when I got here in 2001 had a provision that
8 actually had already required it, that 50 percent of
9 the parking or the back 50 -- parking had to be in the
10 back 50 percent of the commercial district.

11 And I'm not sure when that went into place
12 because those two corner buildings are a little
13 different. But if you look like where our fire station
14 is and many of the other businesses there, the parking
15 is in the back, on the back 50 percent.

16 For Mr. Engel's property and the Jessups
17 across the way or the Vaupell Auto now, it's different.

18 But the rest of 31st Street there, most of it
19 has the back 50 percent so I know that was in place for
20 some time.

21 COMMISSIONER STUDWELL: Most of the customer
22 parking out front, I mean, that's just the way they
23 normally see most service stations and most auto repair
24 facilities like that. So thank you for doing that.

1 Appreciate it.

2 One other is in the plumbing, do we have a
3 requirement for backflow preventers on potable water?

4 MR. MAGGOS: Yeah, we do. And, in fact, Public
5 Works has a tracking program, they use a third-party
6 that tracks when those are tested. And obviously new
7 water services or when substantial work is done, they
8 have to go in. I don't remember where this one sits
9 currently, but there is a program.

10 COMMISSIONER STUDWELL: I see one on the plans.
11 That's the only reason why I was asking.

12 Is there a lighting requirement for any of
13 the parking? Because typically when we're looking at
14 parking facilities, there is no lighting requirement.

15 MS. RODMAN: This is an existing parking lot, so we
16 did not require the addition of additional parking lot
17 lighting. As the applicant -- as Mr. Dziurdzik
18 mentioned, they will be providing some additional
19 building lighting along the building wall for primarily
20 the pedestrian areas and I think also some aesthetic
21 enhancements. But no additional lighting is required
22 within the parking lot.

23 I do believe that the existing light pole at
24 the southeast corner still functions, right?

1 MR. ENGEL: Yes.

2 MS. RODMAN: So the existing lighting will remain.

3 COMMISSIONER STUDWELL: Okay. And how about the
4 signage requirement, it looks as though he's moving the
5 signage from the existing building onto the new
6 addition to the east; is that correct?

7 MS. RODMAN: That is correct. Under village code,
8 because of the size of the property and the length of
9 the street frontage, they are allowed up to 100 square
10 feet of wall signage. So the proposed signage is
11 substantially less than what is permitted by village
12 code.

13 But I think we agree with the applicant that
14 the existing signage is quite nice, and so staff is
15 quite supportive of them simply relocating that signage
16 to the east addition.

17 COMMISSIONER STUDWELL: Okay. Thank you.

18 And then one last thing is we talked a lot
19 about the planning and the softscape of the landscape
20 that's being provided to the east. It looks like it's
21 a relatively narrow box. It looks like it's 1 foot 8,
22 plus about 6 inches of additional space between the
23 property line and the back of the sidewalk. So that
24 leaves about 2 foot-2. That's a relatively narrow

1 planting area. So are we good with that?

2 MS. RODMAN: So let me just start, and then I'm
3 going to turn to over to Mr. Dziurdzik. As I
4 mentioned, it is not an area that is required by
5 village code. Staff certainly appreciates that it's
6 been incorporated.

7 Mr. Dziurdzik is actually a landscape
8 architect by trade, so he is probably the best
9 qualified person we could have available to answer that
10 question. So I will let him jump in.

11 MR. DZIURDZIK: Thank you, Emily.

12 I believe we're going to try to plant some
13 hydrangeas, and they're going to come in a three-gallon
14 size. So I believe we're a little over 2 feet. I
15 don't have a problem with that. I think they're going
16 to do fine. We're not proposing an automatic
17 irrigation system at this time. But Mike has
18 committed -- because I've talked to him about watering
19 the plants, which is going to be critical, especially
20 when you get the exposure.

21 MR. ENGEL: One more job.

22 MR. DZIURDZIK: One more job for Mike to do in the
23 morning.

24 COMMISSIONER STUDWELL: Morning waters of the

1 plant.

2 MR. DZIURDZIK: We like to attempt to get those
3 plants in the ground and I think we can.

4 So I think the balls are going to be -- well,
5 they're going to be in the container. They're probably
6 going to be anywhere from 10 inches to 12 inches wide.
7 So we're going to excavate that whole area, put about
8 12 to 18 inches of good topsoil in there, and we're
9 going to plant.

10 COMMISSIONER STUDWELL: Thank you very much. And
11 that's it. Thank you.

12 MR. DZIURDZIK: Thank you.

13 CHAIRMAN BOYD: All right. Thank you,
14 Mr. Studwell. Mr. Lampert?

15 COMMISSIONER LAMPERT: Thank you, Mr. Chairman. I
16 wanted to also reiterate my fellow commissioners'
17 comments. I certainly appreciate the thoroughness with
18 the application, the presentation, and certainly the
19 dedication of the business owner to want to stay in the
20 village. And so much success to you with your
21 expansion. I hope it brings you even more
22 opportunities.

23 Really just one question that I had for staff
24 was just to clarify the second variation, and this just

1 may be the dimensions on the plan. From the required
2 distance of the unenclosed loading berth to a
3 residential property line from 50 feet to approximately
4 18 feet, are we basically saying that it's the width of
5 the alley, the 16-foot alley, and then 2-foot setback?
6 Is that where the map comes from, Emily?

7 MS. RODMAN: Yes, it is. So the alley obviously
8 counts towards the distance between the loading berth
9 and the residential zoning district because the alley
10 is technically zoned commercial, so it has the same
11 zoning designation as the subject property does.

12 So the residential zoning district where you
13 would start the map is at the north edge of the alley,
14 and then the loading berth doesn't go all the way up to
15 the alley. There appears to be about 2 feet or so. So
16 that's where that maps comes in.

17 COMMISSIONER LAMPERT: Thank you. That was just
18 clarification.

19 Mr. Chairman, nothing further. Thanks.

20 CHAIRMAN BOYD: Thank you. I only have one
21 question for the applicant and I guess that has to do
22 with what do you do with the automobiles and trucks
23 once they're -- once your work is finished, will you be
24 parking them in the rear of the building or will you be

1 parking --

2 MR. DZIURDZIK: I'm sorry, Chairman. You got cut
3 off.

4 CHAIRMAN BOYD: Front or the rear?

5 MR. DZIURDZIK: Once a vehicle is complete, more
6 than likely it will occur --

7 CHAIRMAN BOYD: According to the plan --

8 MR. DZIURDZIK: So the cars would be parked in the
9 front. We are primarily looking at the rear parking
10 stalls for employees and the front for customers.

11 CHAIRMAN BOYD: Do we have any other comments or
12 questions from the public or from the commission?

13 All right. Hearing none, I'd entertain a
14 motion to close the public hearing.

15 COMMISSIONER STUDWELL: So moved.

16 COMMISSIONER BARTHOLOMAI: Second.

17 CHAIRMAN BOYD: Megan, could you call the roll,
18 please?

19 MS. KOOI: Mr. Lampert?

20 COMMISSIONER LAMPERT: Aye.

21 MS. KOOI: Mr. Studwell?

22 COMMISSIONER STUDWELL: Aye.

23 MS. KOOI: Mr. Bartholomai?

24 COMMISSIONER BARTHOLOMAI: Aye.

1 MS. KOOI: Mr. Lee?

2 COMMISSIONER LEE: Aye.

3 MS. KOOI: Ms. Ventura?

4 COMMISSIONER VENTURA: Aye.

5 MS. KOOI: The motion passes unanimously.

6 CHAIRMAN BOYD: I think you should remember to ask
7 the Chair as well. But I said yes too. That's fine.

8 MS. KOOI: Oh, sorry. I'm sorry.

9 (Meeting adjourned at 8:20 p.m.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1 STATE OF ILLINOIS)
) SS:
2 COUNTY OF C O O K)
3

4 I, PAMELA L. COSENTINO, being first duly
5 sworn on oath says that she is a court reporter doing
6 business in the City of Chicago; that she reported in
7 shorthand the proceedings given at the taking of said
8 meeting and that the foregoing is a true and correct
9 transcript of her shorthand notes so taken as
10 aforesaid and contains all the proceedings given at
11 said meeting.

12 IN TESTIMONY WHEREOF: I have hereunto set my
13 verified digital signature this 2nd day of August,
14 2020.

15
16
17 

PAMELA L. COSENTINO, CSR



18
19
20
21
22
23
24

| A | | | | |
|-------------------------|--------------------------|-------------------------|-------------------------|------------------------|
| A-5 20:5 | 35:3 | amount 27:11 | approximate | August 1:12 |
| ability 31:20 | adhere 43:9 | 34:17 | 8:20 | 3:21 53:13 |
| able 16:3,10 | adjacent 32:7 | analysis 34:23 | approximately | auto 2:14 7:19 |
| 29:19,21 | 42:16 | Anderson 24:21 | 8:18 10:9,21 | 10:2 11:1 |
| above-entitled | adjourned 52:9 | 24:22 25:1,3,6 | 13:22 15:4 | 20:15 26:24 |
| 1:18 | adjusting 18:14 | 25:6,10,15,19 | 18:20 30:16 | 45:17,23 |
| access 15:11 | adjustment 8:2 | 25:24 26:4,5,7 | 50:3 | automatic 48:16 |
| 16:2,4 | adjustments | annual 30:4 | arch 20:12 | automobiles |
| achieve 16:10 | 8:16 | answer 24:11 | architect 20:7 | 50:22 |
| 22:9,17 23:6,8 | aesthetic 46:20 | 29:7,11 30:9 | 21:2 48:8 | automotive 8:12 |
| 23:16 | afford 24:4 | 30:18 31:6 | architects 6:23 | available 4:22 |
| activities 8:6 | aforsaid 53:10 | 44:7,23,24 | architectural | 6:6 48:9 |
| 31:23 32:1,3 | agenda 3:3 | 48:9 | 8:2 | Avenue 4:1,24 |
| 35:5 41:3 | ago 8:20 33:21 | answered 26:4 | architecture | 7:4 25:7 28:13 |
| activity 44:14 | agree 32:24 42:4 | 42:8 | 12:18 | avenues 6:5 |
| adaptive 8:23 | 43:10 47:13 | anticipated | area 11:20,21 | aware 29:17 |
| add 31:4,5 32:10 | agrees 24:11 | 29:21 | 17:8,9 25:21 | 30:5 |
| added 24:10 | ahead 28:11 | appear 17:3 | 28:23 30:20 | awhile 7:8 |
| 44:3 | 32:18 38:14 | appearance 20:3 | 31:20 32:9,22 | Aye 51:20,22,24 |
| adding 20:11 | 39:4 | appears 50:15 | 35:23 48:1,4 | 52:2,4 |
| addition 13:20 | air 13:23 14:23 | applicant 6:1 | 49:7 | B |
| 13:21,21 14:6 | Allegiance 3:1 | 11:19 34:7,11 | areas 22:22 32:4 | back 7:14 14:12 |
| 14:15,17 15:23 | Allen 2:13 6:22 | 35:23 36:5 | 32:12 33:17 | 14:13,20 15:14 |
| 16:23 17:2,12 | alley 10:14,21 | 42:17 43:14 | 36:24 37:6 | 15:23 16:7,22 |
| 19:3,5,20 23:3 | 12:14 14:14 | 46:17 47:13 | 44:11 46:20 | 17:7 19:4,12 |
| 28:21 30:15 | 16:22 21:3 | 50:21 | arrive 16:15 | 23:6,11 25:17 |
| 36:23 43:11 | 23:8,15 26:1 | applicant's | arriving 38:22 | 26:6 27:3 |
| 46:16 47:6,16 | 27:5 28:14,16 | 10:22 | arterial 37:15 | 30:24 33:7,22 |
| additional 14:18 | 28:19 29:8,8 | applicants 34:20 | as-is 18:14 | 41:13,19 44:12 |
| 27:19 32:10 | 29:10,13,15 | 43:8 | aside 5:15 42:10 | 45:9,10,15,15 |
| 36:20 37:1 | 30:13,14,16 | application 1:6 | asked 7:1 35:24 | 45:19 47:23 |
| 40:18,20 43:4 | 31:3 38:18,20 | 3:4 4:2,21 7:10 | asking 23:18 | back-and-forth |
| 46:16,18,21 | 38:20,21 41:16 | 8:15 42:6 | 24:2 33:9 | 34:1 |
| 47:22 | 50:5,5,7,9,13 | 49:18 | 46:11 | backflow 46:3 |
| additions 4:19 | 50:15 | appreciate | aspects 34:8 | background |
| 14:3 33:24 | alleys 29:22 30:1 | 34:17 46:1 | Assistant 2:8 | 10:16 |
| address 21:22 | 30:2,6 | 49:17 | Associates 2:13 | backing 31:2 |
| 29:6 34:19,19 | allow 8:15 15:11 | appreciates 48:5 | 6:22 | backlit 10:2 |
| 37:9 39:4 | 22:13 24:2 | approached | assuming 31:1 | backs 19:19 |
| addressed 39:3 | 41:4,12 | 33:21 | attempt 49:2 | bad 28:17 |
| addresses 27:8 | allowed 15:10 | appropriate | attempted 17:17 | balls 49:4 |
| addressing 39:7 | 20:17 47:9 | 37:14 | attend 5:2 | banding 20:23 |
| adequate 19:22 | allowing 17:12 | approval 21:24 | Attorney 2:8 | Bank 11:7 |
| | 17:18 22:5 | approvals 7:11 | audience 5:21 | |

| | | | | |
|--------------------------|-------------------------|-------------------------|------------------------|------------------------|
| bar 9:14 | bleeds 15:24 | 16:1,7,8 17:14 | 3:3,12,16 5:19 | CMU 17:3 |
| barrier 22:21 | block 10:1 12:21 | 18:24 20:3 | 6:12,16 8:11 | code 15:17 22:7 |
| 23:2 | 13:6 17:3,3 | 22:2,3 23:7,10 | 9:11,19 10:15 | 31:9,9,11,16 |
| Bartholomai 2:5 | 20:8 21:4 40:1 | 23:11 27:3 | 21:22 24:13,23 | 32:11 34:7,8 |
| 41:8,9,24 | blocking 38:24 | 30:15 35:14 | 25:3,9,15,24 | 34:13,20 35:16 |
| 51:16,23,24 | Bluff 6:24 | 44:12 46:19,19 | 26:5,8,14 | 36:11,24 37:17 |
| baseball 8:7 | board 7:11 | 47:5 50:24 | 27:21 28:1,8 | 41:2 44:3,8 |
| based 39:8 | 24:14 29:18 | buildings 44:13 | 28:11 29:5 | 45:6 47:7,12 |
| basically 11:9,20 | 33:11 40:12,13 | 45:12 | 32:14,18 33:2 | 48:5 |
| 13:10 16:14 | Board's 33:5 | bumpers 19:12 | 38:4,14 39:2 | colors 12:22 |
| 17:2,16 18:5 | body 11:1 | business 4:23 | 40:9 41:7 42:2 | 20:24 |
| 18:17 19:4,18 | boom 43:17 | 7:3,17 8:3 | 43:7,23 45:3 | combustible |
| 20:9 22:12 | bothering 45:1 | 25:12,23 26:2 | 49:13,15 50:19 | 25:11 26:13,17 |
| 24:8 50:4 | box 7:21 27:15 | 28:14 32:20 | 50:20 51:2,4,7 | 26:18,22 |
| basis 30:5 | 30:23 47:21 | 36:4 41:5 | 51:11,17 52:6 | come 16:15 |
| bay 19:23 22:8 | Boyd 2:3 3:3,12 | 49:19 53:6 | challenging | 18:10 26:15 |
| bays 7:19 9:24 | 3:16 5:19 6:16 | businesses 45:14 | 17:17 | 39:12,18,22 |
| 14:18,18 20:13 | 9:11,19 10:15 | | changing 18:14 | 44:22 48:13 |
| beautiful 12:22 | 24:13,23 25:3 | | chat 24:18 26:1 | comes 42:18 |
| bed 22:23 | 25:9,15,24 | | 38:5 | 50:6,16 |
| believe 8:4,21 | 26:5,8,14 | C | Chicago 53:6 | coming 10:14 |
| 9:5 14:7,10 | 27:21 28:1,8 | C 2:1 53:2 | choice 31:14 | 19:16 29:11 |
| 15:9 20:16,17 | 28:11 29:5 | C-1 4:3 8:12,14 | CHRISTOPH... | 32:4 |
| 20:18 23:10 | 32:14,18 33:2 | 11:2 14:11 | 2:4 | comment 5:18 |
| 27:10,18 32:6 | 38:4,14 39:2 | 23:20 35:13 | cinderblock | 27:23 32:15,17 |
| 32:8 37:11 | 40:9 41:7 42:2 | call 38:5 42:11 | 27:4 | 33:2,5,19 |
| 39:8,11 41:13 | 43:23,24 45:3 | 42:22 51:17 | circumstances | 37:24 38:6,7 |
| 41:18 46:23 | 49:13 50:20 | callers 5:17 | 40:22 | 38:10 |
| 48:12,14 | 51:4,7,11,17 | calls 43:3 | cited 23:8 | comments 5:23 |
| berth 4:11,13 | 52:6 | car 9:24 11:1 | City 53:6 | 33:10,15 40:10 |
| 16:8,9 23:6,7,9 | brick 20:23 | 14:18 | civil 18:3 | 40:20 42:3,24 |
| 23:11,14 30:22 | bring 33:22 | carry 13:8 | clarification | 43:1,4 49:17 |
| 31:8,12,15 | bringing 44:12 | cars 11:19 18:6 | 50:18 | 51:11 |
| 35:1,3,4,9 | 44:14 | 24:9 51:8 | clarify 49:24 | commercial 4:4 |
| 38:19,24 39:7 | brings 49:21 | case 5:20 6:10 | clear 20:24 | 44:10 45:10 |
| 50:2,8,14 | brought 40:24 | Catherine 1:20 | clearance 19:13 | 50:10 |
| berths 31:10,16 | buffer 11:21 | 3:24 4:24 | 19:22 | commission 1:3 |
| best 22:9,18 | 15:7 | CATHLEEN | clearly 34:11 | 1:19 2:2 3:23 |
| 30:21 34:12 | building 2:9 | 2:8 | Clerk 2:9 | 6:1 7:12 33:18 |
| 48:8 | 4:19 7:20 8:19 | cause 1:18 | close 6:4 19:20 | 37:23 43:15 |
| beyond 29:20 | 9:6,22,23,24 | ceiling 20:24 | 51:14 | 51:12 |
| big 32:4 | 10:9 11:4 | certainly 29:15 | closed 3:16 6:5 | COMMISSIO... |
| bit 12:2 13:14 | 12:19,20 13:20 | 43:8 48:5 | closer 44:13,15 | 40:17 41:9,24 |
| 17:7 | 14:12 15:1,3 | 49:17,18 | closure 17:5 | 42:4 43:24 |
| | | Chair 52:7 | | |
| | | chairman 2:3 | | |

| | | | | |
|---|---|--|--|--|
| 45:21 46:10 47:3,17 48:24 49:10,15 50:17 51:15,16,20,22 51:24 52:2,4 commissioners' 49:16 committed 48:18 community 40:23 41:4 complete 2:14 10:2 51:5 completely 31:18 35:16 complies 15:16 comply 37:17 complying 20:16 compressor 13:23 compressors 14:23 compromise 36:3 computers 9:16 concern 25:11 29:3 38:19,22 concerned 15:12 15:12 25:21 concerns 25:10 34:19 37:9 42:13,20 43:4 condition 30:5 confident 24:7 configuration 19:15 conflicts 31:2 consider 3:4 6:6 33:13 44:2 consideration 1:6 33:6 considered 6:5 considering 4:2 consistent 20:8 | constraints 31:21 consultant 34:2 contact 42:20 contacted 8:9 container 49:5 contains 53:10 context 32:11 continually 30:2 convene 3:12,14 corner 7:6 15:9 15:22 36:11 45:12 46:24 correct 3:10 16:18 41:20,22 47:6,7 53:8 Cosentino 1:23 53:4,17 counts 50:8 COUNTY 53:2 couple 7:19 8:24 9:5 12:21 16:16 28:15 29:20,22 44:1 course 8:10 14:11 17:11 22:10 23:15 37:13 court 3:17 6:16 53:5 cover 26:20 covered 33:17 cream 12:22 credit 34:4 critical 48:19 Cross 18:3,4 CSR 1:23 53:17 curb 11:20 15:14 22:21 23:1,2 current 8:19 37:15 currently 10:6 17:15 22:2 | 29:14 30:6 35:5 46:9 curve 20:12 customer 40:4 45:21 customers 41:17 51:10 cut 51:2 Czml 27:24,24 28:1,6,11,12 32:17,19 <hr/> D <hr/> dash 19:7 date 45:5 day 53:13 days 12:10 Dean 2:9 6:12 44:20,21,22 decided 14:21 deciduous 15:8 15:20 dedication 49:19 definitely 40:1,3 40:5 43:12 delay 34:15 deliveries 32:2 39:9,11 demonstrate 36:1,15 dentist 11:6 describe 20:3 39:15 described 14:6 describing 14:22 description 4:22 design 33:20 34:14 designated 41:15 designation 50:11 detail 12:18 13:2 13:3 | different 12:21 18:8 33:24 45:13,17 digital 53:13 diligently 34:12 dimension 30:12 dimensions 18:15 50:1 directed 42:20 direction 10:13 13:1 20:10 directions 13:9 directly 10:22 11:3,5 15:22 28:23 38:17,20 38:21 Director 2:9 directs 42:21 disagreement 42:13 discuss 6:6 20:6 discussed 37:19 discussion 10:15 discussions 31:22 disruptive 32:7 distance 4:12 23:17 38:23 50:2,8 district 4:4 8:12 8:14 11:2 14:12 23:15,20 35:13 45:10 50:9,12 doing 3:8 7:17 32:20 39:16 41:11 45:24 53:5 dollars 29:20 donations 8:7 door 16:3,4,6,22 doors 13:5 15:13 20:21 double 22:22 | downspouts 21:11 drawn 30:23 drew 21:2 drive 6:24 19:17 41:17 driveway 18:13 18:13 31:1 40:2 driveways 18:15 driving 44:16 drop-offs 16:21 dropped 16:20 drops 16:17 due 22:2 duly 6:19 25:2 26:16 28:10 29:12 38:13 45:4 53:4 dumpster 39:19 Dziurdzik 2:13 6:20,21 9:5,10 9:20 10:17 11:16 13:18 24:13 26:6,9 26:10 27:7 29:7,11 30:8 31:5 32:13 33:1 34:3 35:2 36:14 39:5 41:18,22 43:22 46:17 48:3,7 48:11,22 49:2 49:12 51:2,5,8 <hr/> E <hr/> E 1:7 2:1,1 e-mail 37:23 38:2 e-mailed 43:1 e-mails 43:3 earlier 37:23 43:2 easier 25:17 |
|---|---|--|--|--|

| | | | | |
|-------------------------|-------------------------|--------------------------|--------------------------|-------------------------|
| easiest 5:12 | employee 17:8 | essentially 8:1 | 20:14 35:2 | fields 44:17 |
| east 3:6 4:4 7:4 | 41:23 | 30:22 | 36:14 | files 9:18 |
| 10:9 11:7,9,18 | employees 17:10 | Estella 38:16,16 | exposure 48:20 | final 11:24 |
| 12:14 13:8,13 | 27:14 41:15,19 | 40:7 | extending 10:8 | finally 6:4 |
| 13:21 14:16,17 | 51:10 | evaluate 30:2,4 | 10:10 20:9 | fine 28:9 45:2 |
| 15:2 17:7,11 | enclose 31:20 | evening 6:20 | extension 17:4 | 48:16 52:7 |
| 17:12 19:2,4 | 32:9 | 28:12 | 20:22 | finish 32:17 |
| 19:19 20:10,12 | enclosed 4:10 | everybody 6:20 | extra 15:14 | finished 50:23 |
| 21:5,9 22:11 | 31:18 | 9:20 18:19 | extremely 7:17 | fire 25:12 45:13 |
| 28:21 30:11,15 | enclosure 17:1 | 24:11 | | Fire(In-person) |
| 36:22,23 47:6 | 21:7 | exact 45:5 | F | 2:9 |
| 47:16,20 | encroachment | exactly 7:9 | facade 12:21 | fires 26:21 |
| eastbound 18:12 | 30:10,19 | 28:14 31:1 | face 28:4 30:15 | firm 6:22 |
| 28:19 | engaged 18:3 | examination | facilitate 4:19 | first 3:18 6:17 |
| echoing 9:15 | Engel 2:13 4:7 | 4:23 | facilities 45:24 | 9:4,18 10:19 |
| edge 43:20 50:13 | 7:2,9,10 8:3,21 | example 22:7 | 46:14 | 10:21 11:17 |
| effectively 14:4 | 13:24 14:20 | excavate 49:7 | facility 8:13 | 12:24 15:11,15 |
| efficiently 14:4 | 16:14,19 17:8 | exceeding 14:11 | 26:20 | 18:11 24:24 |
| effort 34:6,18 | 18:6 19:14 | exception 37:18 | fact 46:4 | 25:10 28:2,13 |
| 37:8 | 23:22 24:8 | excited 7:15 8:8 | failed 21:12,15 | 33:19 35:1 |
| efforts 41:1 | 26:12,14,17 | exhibit 10:17 | fantastic 32:19 | 53:4 |
| eight 15:11 24:4 | 27:13,20 33:21 | 11:13 19:1 | 32:23 43:18 | five 4:17 17:6 |
| either 20:21 | 34:2 39:6,13 | exhibits 9:6 18:1 | far 20:12 22:11 | 37:18 41:12 |
| 33:4 40:13 | 39:15,16 40:8 | 36:1,15 | 23:1 26:23 | flat 21:11,13 |
| element 20:11 | 41:21 47:1 | existing 4:9,20 | 28:22 | flatbed 18:7 |
| 21:14 | 48:21 | 7:3 8:12 10:18 | feasible 22:6 | folks 42:11 |
| elevation 9:21 | Engel's 7:17 | 11:23 12:8 | feature 20:12 | foot 14:16 15:16 |
| 10:5,7,10,10 | 12:8 23:4 | 13:20 15:1 | 23:3 | 47:21 |
| 10:11 13:12 | 45:16 | 18:13 19:17 | feet 8:18 10:9,11 | foot-2 47:24 |
| 20:1,6,7 21:2,2 | engineer 18:3 | 35:13,14 37:14 | 10:21 13:22 | footage 15:3 |
| 21:3,9,13 | Engineering | 46:15,23 47:2 | 14:7,12,13,15 | footprint 43:10 |
| elevations 10:4 | 18:3 | 47:5,14 | 14:24 15:2,4 | foregoing 53:8 |
| 13:13 20:2 | engineers 30:3 | exists 37:10 | 15:15 16:11,11 | forget 22:20 |
| 21:1,8 | enhancements | exits 38:21 | 18:7,20 20:18 | forklifts 32:5 |
| Emily 2:8 3:9 | 46:21 | expand 32:21 | 20:18,23 21:19 | format 38:8 |
| 5:7,22 6:9 9:1 | enter 18:5,6 | 41:5 | 22:18 23:9,12 | forth 25:18 |
| 11:12 12:16 | 21:17,20 | expansion 4:9 | 23:14 30:14,16 | fortunate 29:19 |
| 13:15 15:12 | entered 38:2 | 7:3,13,19 8:8 | 31:17 35:3,9 | forward 25:14 |
| 16:24 17:24 | entertain 51:13 | 8:15 10:8,14 | 35:21,22 39:8 | 33:22,23 |
| 19:24 29:9,11 | entrance 40:2 | 13:4,21 30:11 | 39:11 47:10 | four 4:15 |
| 30:8 31:5 | equipment 14:2 | 30:12 49:21 | 48:14 50:3,4 | free 14:1 |
| 32:13 33:7 | 14:24 | expansions 15:2 | 50:15 | front 4:15 9:22 |
| 38:4 43:5 | ERIC 2:3 | expect 27:12 | fellow 49:16 | 14:11 15:22 |
| 48:11 50:6 | especially 48:19 | explained 16:14 | field 4:20 | 16:3,5,16 |

| | | | | |
|--|--|---|---|---|
| 19:12 23:10,21 23:23 24:1,3 31:10 35:15 41:12 44:2,13 45:22 51:4,9 51:10 frontage 47:9 full 25:5 function 38:5 functionality 36:3 functions 23:24 46:24 further 4:16 6:2 17:7 41:6 50:19 future 35:6 | going 3:19 4:5 5:5,7 9:17 10:16 11:20,23 12:6,11 13:8 13:10,12,22 14:17,22,23 15:16 17:3,13 17:21 19:2,16 20:8 28:16,19 30:10 31:5 33:7,8 39:6,24 40:1,15 41:14 48:3,12,13,15 48:19 49:4,5,6 49:7,9 good 6:20 11:23 28:12 33:11 39:2 41:18 48:1 49:8 gorgeous 22:11 grandfathered 35:16 41:11 grandfathered... 41:3 Grange 1:2,8,18 3:7,23 4:5,23 5:1 8:4,5 granted 35:19 graphically 18:18 great 32:24 40:4 green 24:10 ground 13:8 49:3 guess 3:8 44:18 50:21 | 16:2 happens 26:21 happy 7:14 24:11 harder 43:16 hardscape 17:16 hear 6:20 24:22 24:23 28:8 42:9 heard 42:10,12 hearing 1:17 3:4 3:8,11,12,15 3:16,18,22 5:2 5:3,5,8 6:4 51:13,14 hedge 15:20 height 21:1 held 1:19 3:22 hereunto 53:12 hiring 27:13 hitting 15:13 hold 6:14 home 25:21 honestly 44:6 honored 3:2 hope 24:10 27:8 49:21 horn 33:9 Hostas 43:19 hours 4:23 26:23 27:1,2 house 10:22 25:7 huge 43:17 hydrangeas 48:13 | impervious 37:10 important 34:9 36:4 In-person 2:8,12 inches 13:7 14:16 15:15 47:22 49:6,6,8 include 35:23 included 10:3 incorporate 29:21 34:10,12 34:13 37:5 incorporated 36:5 44:8 48:6 increase 25:22 increased 27:9 27:10 information 33:12 initially 33:24 inside 7:20 intend 28:5 interested 5:1,3 8:10 interesting 7:7 19:5 23:22 interfere 36:16 interferes 29:2 interior 36:9 37:4 internally 31:23 intersection 7:6 12:5 invited 5:2 irrigation 48:17 island 12:12 15:8,18 22:8 22:11 islands 4:17 36:10,13,16 issue 21:16 25:20,22 39:24 iteration 34:1 | J Jessups 45:16 JIM 2:4 job 12:20 48:21 48:22 join 26:15 Jose 38:7,16 39:16 jump 48:10 |
| G garage 29:1 38:21,22 39:1 40:2 garbage 39:19 39:20 gas 8:22 12:9 gate 17:4 21:7 general 33:10,19 40:21 generated 27:12 give 5:21 6:3 24:19 30:12 34:4 given 3:21 5:11 29:23 31:21 35:4 38:8 40:22 53:7,10 gives 11:22 glass 13:6 go 14:5 17:7 19:24 28:11 30:3 32:18 33:16 38:14 39:4,22 40:12 46:8 50:14 | H Hall 1:20 3:24 4:24 5:14 7:8 42:22 Halloween 8:6 hand 5:8 handicap 15:21 | I idea 11:23 44:2 identify 6:18 IL 1:8 Illinois 1:21 3:7 3:24 4:5 5:1 53:1 imaginary 30:22 | K K 53:2 KEATING 2:8 keep 13:3 keeping 12:1 Kemman 7:4 12:6 19:16 21:9 25:7 28:20 30:18 38:17,18 kept 15:23 keystone 20:12 kind 7:7 19:2 26:21 41:3 know 7:5 8:6 9:3 11:5 15:12,24 21:12,15 26:23 30:24 39:18 40:1,4 44:6,6,9 45:19 KOOI 2:9 51:19 51:21,23 52:1 52:3,5,8 Kracower 2:13 6:22 | |
| | | | L L 1:23 2:13 53:4 53:17 La 1:2,8,18 3:7 3:23 4:5,23 5:1 8:4,5 LaGrange 1:20 1:21 | |

| | | | | |
|-------------------------|--------------------------|-------------------------|-------------------------|-------------------------|
| Lake 6:24 | 16:10 18:8,20 | 11:1 13:12 | Manager 2:8 | 34:21 |
| Lampert 2:3 | 23:7 27:17 | 15:21 17:1 | maneuver 18:1 | merchandise |
| 49:14,15 50:17 | 35:1,3 39:8,11 | 31:10,12,15 | 24:9 | 16:20 |
| 51:19,20 | 47:8 | 37:15 | maneuvering | met 37:12 |
| land 6:21,22 | let's 5:19 21:1 | location 7:5 | 30:18 | mezzanine 14:21 |
| landscape 6:23 | 24:15 28:2 | 20:15 31:8 | manufacturing | Michael 2:13 4:7 |
| 11:21 12:11 | 40:12 | 37:15 | 32:3 | 7:2 |
| 15:7 18:21 | letter 42:16,18 | long 8:22 23:23 | map 50:6,13 | Mike 12:19 27:7 |
| 22:7,21 24:10 | letterhead 42:19 | longer 39:10 | maps 50:16 | 27:24 40:7 |
| 32:22 35:23 | License 1:24 | look 10:4 19:1,9 | markings 16:2 | 41:20 48:17,22 |
| 36:24 47:19 | light 12:8,9 | 19:10,11 20:3 | masonry 9:24 | mind 13:4 25:18 |
| 48:7 | 15:13 20:20 | 35:24 43:18 | mass 21:4 | minimal 32:5 |
| landscaped | 46:23 | 45:13 | massive 39:21 | minimum 4:12 |
| 22:16 | lighting 46:12 | looked 23:9 | materials 13:5 | 4:15 |
| landscaping | 46:14,17,19,21 | 43:17 | 25:11 26:13,17 | minor 4:10 |
| 4:16 17:15,18 | 47:2 | looking 10:12 | 26:18,22 34:15 | minus 20:19 |
| 22:6 34:9,13 | lights 12:7 | 11:13,18 12:4 | Matter 1:5 | minutes 16:17 |
| 35:21 36:2,6 | limestone 13:7 | 12:14 13:1 | MAUREEN 2:5 | 39:23 |
| 36:19,22 37:1 | limited 32:1 | 23:5,19 30:17 | mean 39:17 40:3 | moment 6:15 |
| 37:3,5,6 43:11 | line 4:14 14:9,16 | 44:10 46:13 | 45:22 | months 33:21 |
| 43:15 | 19:8,9 22:22 | 51:9 | means 6:4 | morning 48:23 |
| large 16:19 32:4 | 47:23 50:3 | looks 9:6,8 10:5 | measures 25:13 | 48:24 |
| larger 7:20,21 | lit 12:23 | 12:5,18 13:1 | mechanical | motion 51:14 |
| 17:20 18:4,9 | little 12:2,17 | 47:4,20,21 | 14:24 | 52:5 |
| 18:16,22 20:13 | 13:14 17:7,8 | lose 24:4 | meet 34:6,7 37:3 | motor 4:9 |
| 20:13 27:14,15 | 39:17,22 45:12 | lot 4:16,17 8:5 | 41:2 | mounted 10:2 |
| 27:16 32:22 | 48:14 | 8:18 12:6 | meeting 6:13 | move 20:2 33:23 |
| 36:11 | live 6:18 25:6 | 29:16 36:6,9 | 52:9 53:8,11 | moved 20:15 |
| Larry 6:21 8:10 | 28:3,13 38:15 | 36:13 37:4,5 | Megan 51:17 | 51:15 |
| Lastly 23:19 | 38:17 | 46:15,16,22 | MEGHAN 2:9 | movement 18:16 |
| late 27:2 | loaded 16:20 | 47:18 | Member 2:3,4,4 | 19:2,19 22:17 |
| LAWRENCE | loading 4:11,13 | lunch 17:10 | 2:5,5 | movements |
| 2:13 | 16:8,9,11,13 | | members 2:2 | 17:19 18:9 |
| lays 14:2 | 23:6,7,9,11,13 | M | 24:15 40:13 | 19:7 36:17 |
| lead 16:5 | 28:23 30:20,21 | M 2:8,9 | memo 36:19 | moving 6:9 |
| leaves 16:18 | 31:8,10,12,15 | MAGGOS 2:9 | mention 21:12 | 25:14 47:4 |
| 47:24 | 31:16,20,23 | 6:12 44:24 | 21:15 22:20 | Murphy's 2:13 |
| leaving 38:22 | 32:1,3,5,6,9,12 | 45:5 46:4 | 27:15 36:18 | 10:1 20:14 |
| Lee 2:4 42:2,4 | 35:1,3,4,5,9 | maintaining | mentioned 8:11 | 25:8 42:14 |
| 43:5 52:1,2 | 38:19,24 39:7 | 14:8 22:5 | 13:19 21:23 | |
| left 10:19 11:17 | 50:2,8,14 | major 37:15 | 22:16 35:22 | N |
| 12:9 | located 1:7 3:6 | majority 30:6 | 39:7 43:1 | N 2:1 |
| legal 21:19 | 4:4 6:23 7:3 | 42:8 | 46:18 48:4 | name 6:21 25:5 |
| length 4:12 7:23 | 8:19 10:20 | making 6:13 | mentioning | 25:6 28:1,3 |

| | | | | |
|--|---|--|--|--|
| <p>38:10,14,16 narrow 47:21,24 nature 22:2 need 18:16 28:6 35:4 needed 32:9 needs 23:14 32:23 neighbor 40:4 neighbors 21:16 42:10 neither 36:23 new 11:21 12:12 13:12 14:15 20:20 21:1 23:3 26:7 27:13 32:23 46:6 47:5 Newberry 28:13 newer 14:3 44:5 44:8 newest 40:16 nice 12:20 17:4 22:23 23:3 43:12,20 47:14 Nicely 24:13 nicer 43:11 night 27:3 noise 25:20,22 26:23 27:4,19 normally 16:15 45:23 north 1:20 3:24 4:24 6:24 10:11,22,24 11:11 16:4,7 21:2 28:20 30:15,18 38:18 50:13 northbound 19:17 northeast 13:1 northwest 7:6 note 31:7 34:4</p> | <p>34:16 37:7 38:1 noted 36:18 37:20 notes 17:21 53:9 notice 3:19,21 21:16 notified 21:18 21:18 number 4:11,12 4:14,15,16,17 10:17 15:11 25:20 29:18 35:15 36:9 numerous 42:10</p> <hr/> <p style="text-align: center;">O</p> <p>O 53:2,2 oath 53:5 obstruction 28:18 obviously 29:24 35:13 36:2 46:6 50:7 occupied 14:22 23:23 occur 16:12,21 35:5,6 39:14 51:6 off-street 35:12 offer 7:18 office 8:9 24:6 official 29:5 officially 21:17 oh 29:1 52:8 Okay 9:19 25:9 25:19 33:7 38:16 40:7,9 47:3,17 older 12:9 once 50:23,23 51:5 one-story 9:24 13:20 21:14</p> | <p>opening 3:9 15:13 operation 26:24 opportunities 49:22 opportunity 33:12 order 4:18 5:9 18:23 original 32:21 34:11 45:6 orthodontist 11:6 outreach 42:9 42:12 outside 19:11 overall 7:22 overhang 19:8 overhead 13:5 20:21 owner 2:13 7:2 25:13 31:13 34:5 37:2 49:19 owners 42:17</p> <hr/> <p style="text-align: center;">P</p> <p>P 2:1,1 p.m 1:13 4:1 52:9 packets 18:2 20:5 pallets 32:5 Pamela 1:23 53:4,17 parades 8:6 parapet 10:3 Park 1:2,8,19,20 1:21 3:7,23 4:5 4:24 5:1 8:4,5 parked 51:8 parking 4:14,16 4:17,20 11:19 11:24 12:1</p> | <p>15:6,22 17:6 18:19 22:5,8 22:11 23:20,23 23:24 24:3,4,5 35:12,14,14,18 35:18,21 36:6 36:9,13,13,16 37:4,4 41:10 41:12,19,23 44:2,11,17 45:9,9,14,22 46:13,14,15,16 46:22 50:24 51:1,9 parkway 11:18 11:21,22 12:4 parkways 11:14 part 4:6 29:22 34:11 37:8 44:18 participates 8:5 particularly 34:8 43:14 parts 16:14 party 26:15 passes 52:5 pavement 16:1 29:8 30:4 paving 29:17,23 30:1 pedestrian 46:20 penetrating 27:5 people 5:17 22:24 42:21 44:14,16 percent 45:8,10 45:15,19 Perfect 11:16 14:5 perimeter 35:20 36:6 37:4 permit 1:6 3:5 4:3,8 8:15 22:1</p> | <p>permitted 23:21 47:11 person 5:12,22 24:17 48:9 personally 12:19 persons 5:1,2 perspective 31:24 34:17 37:11 petitioner 4:7,8 4:10 5:15,20 6:10 7:2 25:4 25:16 31:19,23 33:9 39:3 40:14,19,23 41:10 petitioner's 33:15 phone 5:17,18 43:3 photograph 10:12 11:17 photographed 10:17 photographs 9:1 pickup 16:15 39:10,17,22 picnic 17:9 picture 9:12 10:19 11:1 12:3,13,24 pictures 9:13 pilasters 12:23 20:21 place 30:21 45:7 45:11,19 placed 24:5 42:21 plan 7:11,14 8:16 12:2 13:16,18 15:5 17:23 19:14 21:24 24:7 30:17,23 32:23</p> |
|--|---|--|--|--|

| | | | | |
|--|--|---|---|---|
| 33:20 34:1,3 34:11 37:17 43:8,17 50:1 51:7 planner 6:21 planners 6:23 planning 1:3,19 2:2 3:23 6:1 8:2 26:19 44:9 47:19 plans 25:13 27:13 29:14 32:21 33:22 42:14 46:10 plant 15:20 43:18,19 48:12 49:1,9 planted 15:7 planting 15:10 17:12,13 22:23 48:1 plantings 12:12 22:24 plants 48:19 49:3 please 6:18 38:11 39:4 51:18 Pledge 3:1 Plenty 30:16 plugs 16:17 plumbing 46:2 plus 20:18 47:22 PNC 11:7 point 21:21 pole 15:13 46:23 portion 3:18 posed 26:1 possible 13:15 19:24 22:5 23:17 35:24 36:2,7 possibly 22:18 25:22 27:13 | potable 46:3 potential 41:17 practice 44:10 present 2:12 33:12 presentation 5:24 7:23 9:7 33:15 40:19 42:6 49:18 presenting 5:20 pretty 26:20,24 27:3 28:17 preventative 25:13 preventers 46:3 previously 33:3 primarily 18:7 41:14 46:19 51:9 prioritized 30:7 priority 29:17 29:23,24 private 12:14 14:14 privilege 40:17 probably 5:12 9:23 27:16 39:10 44:7,18 48:8 49:5 problem 39:22 48:15 problems 40:6 proceedings 1:11,16 53:7 53:10 process 44:19 products 16:19 program 8:7 29:23 46:5,9 progression 33:20 prohibition 4:14 prohibits 31:9 project 29:16 | 33:20,22 34:5 34:14,19 43:2 43:4 properties 31:11 property 1:7 3:6 4:3,13 8:3,21 8:23 9:23 10:18,22 12:8 14:9,16 15:19 15:21 18:5 23:4,24,24 24:6,6,9 31:12 31:13,17 34:5 36:20,21,23 37:2 38:17 39:9,14 41:2 42:16,21 43:10 45:16 47:8,23 50:3,11 proposal 7:15 8:1 11:24 13:4 27:11 32:23 proposed 4:22 12:11 25:13 29:9 47:10 proposing 22:21 37:2 48:16 protect 22:24 protruding 38:24 prove 19:13 provide 5:18,22 30:21 33:4 34:23 36:12 37:24 38:10 provided 15:7,8 16:11,23 22:10 36:19,22 47:20 providing 5:3 17:6 36:10 46:18 provision 45:7 public 1:17 3:4,8 3:10,12,14,18 | 3:19,22 5:14 10:14,20 12:14 14:14 16:22 21:16,17 23:8 24:16 27:22 29:8,10,13,24 30:3,7,14 31:2 32:15 37:24 38:9 40:10 43:13 46:4 51:12,14 pull 9:1,18 16:16 18:12,23 19:4 30:24,24 pulls 28:24 39:20 purchased 8:21 purpose 4:2 push 44:11 pushed 34:7 35:22 put 7:13 14:21 17:9 18:8 34:6 36:1 43:16 49:7 putting 23:9 26:19 43:19 | 32:15 33:9 40:10,13,18 42:3,8,19,22 42:23 43:6 44:1 51:12 quick 39:12,22 quickly 34:23 quite 5:6 11:4 47:14,15 quote 4:9 |
| R | | | | |
| R 2:1 R-1 10:23 radius 19:6 raise 5:8 range 7:22 re-did 12:20 read 3:19 really 29:7 34:7 34:23 35:22 49:23 rear 31:12 35:18 50:24 51:4,9 reason 46:11 receipts 21:17 receive 7:11 38:1 42:23 43:2 received 37:23 receives 18:6 recession 7:10 7:13 reconfiguration 4:19 record 3:20 21:18 28:2,3 37:21 38:2,9 43:13 recorded 6:13 redesigning 34:18 reduce 36:9 41:16 | | | | |
| Q | | | | |
| qualified 48:9 question 9:13 24:17,19 25:16 25:19,24 26:2 28:18,22 30:9 30:19 33:5 38:6 39:2,4 41:9,18,24 43:15 44:7 48:10 49:23 50:21 questions 5:24 24:12,15,16 26:11 27:8,23 28:15 29:4,6 | | | | |

| | | | | |
|--|---|---|--|--|
| reduction 35:1 35:21 | 53:6 | 43:3 | salt 22:24 | setbacks 14:10 |
| referendum 29:20 | reporter 3:17 6:17 53:5 | respond 25:17 26:9,10,12 42:15 | satisfied 36:5 | shade 15:10 |
| regard 31:8 34:9 34:24 35:20 41:3 | represent 7:1 | rest 15:15 45:18 | saw 24:17 | shape 28:17 |
| regarding 9:6 35:9,12 41:10 | representative 5:16 34:5 | restructured 44:3 | saying 50:4 | share 9:17 33:18 |
| regulation 44:19 44:20 | represented 18:18 | results 42:12 | says 53:5 | sheets 20:1 |
| reiterate 49:16 | representing 7:9 | reuse 8:23 | sconce 12:23 21:1 | Shirley 24:21 25:6 |
| reiterating 27:19 | represents 22:22 | reverse 41:11 | sconces 20:20 | Shore 6:24 |
| related 28:23 29:15 | request 34:23 35:8 37:13 | review 37:17 | screen 9:2,17 11:21 21:7 | short 23:12 |
| relates 32:11 37:3 | requested 4:18 | revisit 34:22 | second 11:1 25:19 28:18 33:8 49:24 51:16 | shortage 38:23 |
| relatively 47:21 47:24 | requesting 4:8 4:10 | rework 35:17 | second-story 14:21 | shorthand 53:7 53:9 |
| relief 22:14 23:18 24:2 31:13 | requests 6:7 | rewritten 44:9 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | shot 12:13 |
| relocate 35:18 | require 46:16 | right 3:9 5:15 12:3 16:4,24 17:13 26:3 29:2,15 32:14 46:24 49:13 51:13 | second-story 14:21 | show 13:3 18:9 18:19 38:8 |
| relocating 47:15 | required 4:11,12 4:15,17 36:9 36:24 45:8 46:21 48:4 50:1 | right-of-way 14:13 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | showing 30:23 |
| remain 18:14 47:2 | requirement 6:14 22:14,15 23:22 46:3,12 46:14 47:4 | road 43:20 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | shown 16:3 28:5 |
| remember 45:6 46:8 52:6 | requirements 32:11 34:13,24 37:3 | roads 36:14 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | shows 12:24 18:11 |
| remote 5:11 | requires 22:7 31:11,16 36:12 | roadways 37:16 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | shrub 15:8,20 |
| remove 35:17 | residence 28:14 28:24 | ROBERT 2:5 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | shrubs 36:21 |
| removed 24:5 | resident 37:24 43:1 | RODMAN 2:8 3:10,14 5:11 9:3,9,15 11:15 13:17 29:13 31:4,7 33:14 42:15 44:6 45:2 46:15 47:2,7 48:2 50:7 | see 5:16 6:2 9:12 9:13,20 10:9 10:11 11:18 12:4,5,15 15:17 17:21 18:15 19:18,20 20:8 21:1,3,4,5 21:6,10,10 23:11 24:15 28:3,4,6,8 29:1 32:3 43:16 44:17 45:23 46:10 | side 10:4 15:21 16:8 17:11 20:12,21,22 21:5,5,6 22:11 23:2 28:21 30:11 36:20,21 36:23 |
| removing 13:11 | residential 4:13 10:20,24 11:11 12:15 23:14 31:17 32:8 35:10 50:3,9 50:12 | roll 51:17 | seeking 16:9 21:24 22:13 31:13,19 | side-yard 14:8 |
| rendering 20:7 | residents 21:19 25:20 27:6 29:16 42:19,24 | roof 21:11,13 | seeking 16:9 21:24 22:13 31:13,19 | sides 11:10 |
| repair 2:14 4:10 8:13 10:2 20:15 26:24 45:23 | | room 15:19 19:22 30:17 | seen 9:22,23 39:9 | sidewalk 12:11 17:14 47:23 |
| repave 29:14 | | row 36:20 | semis 32:4 | sign 10:2 12:22 42:21 |
| repaved 28:16 | | run 22:8 | sent 42:16,17 | signage 9:9,10 13:10,11 20:15 20:17 47:4,5 47:10,10,14,15 |
| repaving 29:22 | | | separately 5:9 | signals 12:7 |
| REPORT 1:11 1:16 | | | service 4:9 45:23 | signature 53:13 |
| reported 1:23 | | | services 7:18,19 46:7 | significant 42:13 |
| | | | set 14:12,13 15:14 53:12 | sill 13:6,7 |
| | | | setback 14:8,11 24:3 50:5 | similar 7:9 11:10 |
| | | S | | |
| | | S 2:1 | | |

| | | | | |
|-------------------------|--------------------------|---------------------------|-------------------------|------------------------|
| simple 21:14 | 46:24 | start 5:19 8:24 | 48:24 49:10,14 | 53:5 |
| simply 47:15 | space 14:1,23,23 | 9:7,21 15:6 | 51:15,21,22 | system 26:19 |
| single-family | 17:12 18:17,21 | 33:8 48:2 | subject 50:11 | 48:17 |
| 10:19 | 47:22 | 50:13 | submittal 34:15 | |
| sir 32:18 33:1 | spaces 4:14 24:4 | state 6:18 28:1,2 | submitted 8:14 | T |
| site 8:2,16 12:1 | spark 16:17 | 38:9,14 53:1 | substantial 46:7 | table 17:9 |
| 13:15 15:5 | speak 5:13 16:13 | statement 33:10 | substantially | take 10:4 29:24 |
| 17:16,22 18:10 | 24:18 | 40:21 | 47:11 | 34:14 |
| 19:14 21:24 | special 3:5 4:2,8 | station 8:22 | success 49:20 | taken 1:16 53:9 |
| 24:7 30:17,23 | 8:13,15,17 | 12:10 45:13 | successful 24:8 | talk 7:21,23 |
| 31:21,24 33:20 | 22:1 37:13 | stations 14:18 | 36:4 | 17:22 27:15 |
| 34:3,10 35:17 | split-face 10:1 | 45:23 | sufficient 19:13 | 39:13 |
| 36:3 37:10,16 | 12:21 | stay 8:5 32:20 | 19:22 | talked 35:8 |
| sited 8:19 | spoke 42:11 | 49:19 | support 43:2 | 47:18 48:18 |
| sits 22:3 46:8 | spoken 33:3 | Steve 18:3 | supportive 35:6 | talking 38:5 |
| six 15:14 | spots 41:12 | stop 7:13 11:20 | 35:10,19 36:7 | tans 12:22 |
| size 39:21 47:8 | spray 22:24 | 16:4 | 37:13,16 40:21 | technically |
| 48:14 | spread 14:1 | storage 13:23 | 47:15 | 50:10 |
| skip 4:5 | sprinkler 26:19 | 25:11 | suppose 41:10 | tell 25:5 |
| slide 12:16,17 | square 8:18 15:3 | storefronts | sure 5:6 6:13 | Temporary 1:6 |
| slight 24:10 | 15:4 20:17,18 | 44:15 | 8:10 11:4 | 3:5 |
| small 16:15 39:9 | 47:9 | straight 18:23 | 19:12 25:1 | terms 14:10 |
| small-scale 32:1 | SS 53:1 | 19:4 | 26:10 33:11 | 22:12 27:9 |
| 32:2 | staff 2:7 6:1 | street 1:7 3:6 4:4 | 37:20 38:1 | 30:20 31:14 |
| softening 37:9 | 15:12 23:10 | 7:4 11:2,24 | 39:5 40:3 | tested 46:6 |
| softscape 47:19 | 24:14 25:4 | 12:6 15:6 | 42:10,11 44:20 | testify 5:8 |
| solid 17:4 19:9 | 33:21 34:2,10 | 18:10 19:21 | 45:11 | testimony 1:16 |
| somebody 30:24 | 35:6,10 36:5 | 20:4 22:16 | surface 37:10 | 5:3,21 6:2 |
| soon 4:1 | 40:13,20 42:5 | 27:1 29:17 | surrounded | 24:19 33:5 |
| sorry 9:15 12:14 | 43:10 44:1 | 32:22 44:13,15 | 11:9 | 38:10 53:12 |
| 14:14 21:6 | 47:14 48:5 | 44:16 45:18 | surrounding | thank 9:19 |
| 32:18 51:2 | 49:23 | 47:9 | 11:8 | 16:24 24:13,21 |
| 52:8,8 | staff's 31:24 | streets 29:24 | suspect 44:7 | 26:8,10 27:21 |
| sort 8:22 10:12 | 34:17,23 36:18 | 30:7 | SUVs 17:20 | 29:5 30:8 |
| 10:15 25:12 | 37:11 | stretch 29:19 | 27:16 | 32:13 33:1,2 |
| 27:16 | stall 12:10 15:11 | striped 15:18,23 | swear 5:9,22 | 33:14 38:3,4 |
| sounds 41:1 | 15:14,15,22 | 16:5 | 6:17 | 39:4 40:9,19 |
| south 9:21 11:2 | stalls 15:16 17:6 | striping 15:24 | swinging 19:17 | 41:7 42:1,6 |
| 11:3,10 20:6,7 | 18:20 19:21 | 16:1 | sworn 5:13 6:11 | 43:5,21,22,24 |
| 30:18 | 51:10 | studied 18:4 | 6:19 24:24 | 45:24 47:17 |
| southbound | standard 44:8 | studies 22:17 | 25:2 26:14,16 | 48:11 49:10,11 |
| 28:20 | standards 37:12 | Studwell 2:4 | 28:2,10 29:12 | 49:12,13,15 |
| southeast 10:13 | standpoint | 43:23,24 45:21 | 33:4 38:9,12 | 50:17,20 |
| 15:9 36:10 | 21:20 44:10 | 46:10 47:3,17 | 38:13 45:3,4 | Thanks 26:7 |

| | | | | |
|---|---|---|--|---|
| 27:7 40:7,8 50:19 they'd 5:21 24:18,19 32:15 40:10 thing 3:3,18 18:17 28:4 37:22 47:18 things 33:17 think 5:6,11 7:4 8:24 9:11,22 12:19 17:23 21:18,21 24:6 25:24 26:4 27:4,12 28:23 29:2,16 32:19 32:22,24 34:21 39:2,6,19,21 39:23 40:18 41:4 43:7,15 43:17 46:20 47:13 48:15 49:3,4 52:6 thinks 44:21 third 25:7 26:2 28:22 third-party 46:5 thorough 33:16 40:19 42:5 thoroughness 49:17 thought 15:6 19:5 30:20 44:19 thoughtful 43:7 43:14 thoughtfulness 43:16 three 4:14 9:24 18:8 29:4 three-foot 15:7 three-gallon 48:13 three-inch 15:9 | 15:10 three-point 18:22 time 5:13 7:7,12 8:7,8,22,22 29:13 34:14 44:21 45:20 48:17 times 39:14 tire 19:7 today 9:7,8 10:6 11:19 13:11 15:1 17:15 18:6,17 20:9 22:3 24:8 37:23 tonight 21:24 24:2 31:19 40:17 42:6,11 tonight's 8:1 tools 13:23 14:2 14:20,24 16:17 top 10:3 20:6 topsoil 49:8 total 15:3 touch 24:10 43:12 touching 11:22 tow 17:19 18:6,7 town 32:20 tracking 46:5 tracks 46:6 trade 48:8 traffic 25:22 27:9,10,11,19 41:16 transcript 53:9 Transmission 2:13 10:1 20:14 trash 17:1 21:6 travel 16:3 travelling 18:12 tree 12:12 15:10 | 22:12 tried 22:4,9 37:5 truck 7:22 16:15 18:6,7 19:10 27:15 36:17 39:10,20 truck-turning 35:24 36:15 trucks 7:20 17:19,19 18:4 20:13 32:2 38:24 39:17,22 50:22 true 53:8 try 24:17 34:6 37:8 41:2 48:12 trying 13:24 14:1 17:17 turn 13:15 17:24 18:22 19:3 20:5 26:6 28:19 33:7 48:3 turning 17:19,24 18:8,11 19:11 19:22 22:17 turns 19:6 two 4:12,19 14:17,18 20:13 20:20 21:8 25:10 27:8,13 37:15 45:12 two-story 13:12 20:11 21:4 type 13:5,6,6 32:2 35:5 types 43:18,19 typically 44:11 46:13 | 52:5 unconditional 40:24 undersigned 42:18 understands 37:2 unenclosed 4:13 35:9 50:2 unfeasible 35:17 unfortunately 7:13 38:8 unique 41:2 43:9 unloading 32:7 unmute 38:11 upper 10:19 11:17 use 1:6 3:5 4:2,8 4:10,22 8:12 8:13,15,16,17 11:6 13:22 22:1 37:14,14 39:1 46:5 uses 10:18 11:8 12:15 32:8 | vehicle 4:9 7:23 18:9,11,16,23 19:3,10,11,18 19:19,23 51:5 vehicles 7:20,21 18:4 19:8 27:14,15,16 Ventura 2:5 40:15,17 42:4 52:3,4 verified 53:13 vibrancy 44:14 video 2:2 28:5 videoconference 1:17 view 11:18 12:3 12:24 views 11:12 village 1:2,18,20 2:7,8,8,9 3:24 4:24 5:14 7:8 12:7 23:22 29:14,18 30:3 30:4 31:9,11 32:11 33:23 34:7,20 36:11 36:24 42:19,22 47:7,11 48:5 49:20 village's 37:9 vote 6:7 |
| | | | V | |
| | | | valiant 41:1 variance 4:11 22:13 variation 4:3,21 16:9 22:13 23:5,12,13,18 23:19 34:22,24 35:7,8,11,19 36:7,8 37:12 49:24 variations 1:7 3:5 4:18 21:22 21:23 22:1 31:18 37:18 40:22 various 6:7 Vaupell 45:17 | walking 23:1 44:15 wall 10:3 21:7 27:4 46:19 47:10 want 5:13 9:4 13:3 25:4,15 33:11,16,18 34:16 36:2,18 38:1 40:5 44:22,23 49:19 |
| | | U | | W |
| | | unable 36:12 unanimously | | |

| | | | | |
|---|--|--|--|--|
| wanted 9:7 21:20 31:7 32:10 33:23 34:4,22 37:7 37:20,24 49:16 | west 10:4,5,7,8 11:3,5,6,10 12:4 13:8,19 13:21 14:6,8 14:15 15:2,16 15:19,20,23 16:23 17:2 20:10,22 21:5 21:6,13 23:1 28:14 36:20,21 | write-up 42:5 wrong 16:19 | 7:4 1120 25:7 12 16:11 49:6,8 12-by-25 30:22 12-feet 20:24 12,500 8:18 14 10:9 14:7 20:23 16 10:21 39:10 16-foot 23:15 50:5 18 18:20 39:11 49:8 50:4 | 16:10 27:17 35:4 31st 1:7 3:6 4:4 7:4 11:2,24 12:6 14:13 15:6 18:10 19:21 20:4 22:16 32:22 45:18 33 14:13 336 14:24 34 21:19 35 21:19 392 13:22 |
| wants 6:3 wash 11:1 water 46:3,7 watering 48:18 waters 48:24 way 9:1 14:2 16:5,13 18:5 18:13 19:7 21:12 22:20 23:17 25:17 41:17 45:17,22 50:14 | wheels 19:9 WHEREOF 53:12 wide 19:6 23:15 35:23 49:6 wider 15:15 width 10:21 50:4 widths 4:16 wife 28:12 WILLIAM 2:3 win 41:4 windows 21:10 wish 5:18 witness 5:10 6:17,17,19 25:2 26:16 28:10 29:12 38:13 45:4 wooden 17:4 work 7:24 14:3 14:19 18:19 19:14,21,23 21:11 27:2,2 27:14 29:9 30:6,7 34:18 43:20 46:7 50:23 | yard 4:15 14:11 22:16 23:21 24:3 35:15 yards 31:10 Yeah 39:17 46:4 years 7:15 8:4 8:20 22:4 29:18,20 35:15 40:24 youth 8:7 | 2 2 10:17 19:1 47:24 48:14 50:15 2-foot 50:5 20 8:4 22:4 20-plus 40:23 2001 45:7 2008 7:8 41:1 2011 44:4,9 2016 29:20 2020 1:12 3:22 53:14 2020-02 1:6 3:4 23 22:4 25 16:11 39:8 250 21:19 26 1:12 3:21 28 10:11 2nd 53:13 | 4 4 14:15 4-foot 14:8 447 1:20 3:24 4:24 45 20:18 |
| we'll 5:6,20,22 6:2,7 25:16 38:12 we're 3:8,9 5:5 5:11 6:12,22 7:15 10:8,10 10:12 11:9,22 12:1 13:10 14:7,10,15,22 15:10 16:9 17:6,12,13 18:14 19:2 20:9,16,17,18 21:23 23:5,12 23:17,19 26:18 31:1 46:13 48:12,14,16 49:7,8 | work 7:24 14:3 14:19 18:19 19:14,21,23 21:11 27:2,2 27:14 29:9 30:6,7 34:18 43:20 46:7 50:23 worked 34:12 working 14:18 25:21 works 24:7,7 30:3 46:5 worth 34:21 wouldn't 40:5 | Z ZBA 7:12 zone 10:23 zoned 4:3 50:10 zoning 1:3,6,19 2:2 3:5,23 4:3 4:21 6:1 7:12 8:12,14 11:10 11:11 20:16 23:20 31:9 35:13 45:6 50:9,11,12 Zoom 9:14 38:5 | 3 3 35:22 3-foot 18:21 22:18,18 3,640 15:4 30 13:7 18:7 23:9 35:3 30-feet 23:7 30-foot 7:22 | 5 5 23:12 50 23:14 31:17 35:9 45:8,9,10 45:15,19 50:3 50-foot 23:16 |
| we've 7:1 15:8 15:10,13,21,23 15:23 16:10 18:2,18 22:4,9 24:9 30:23 37:18 welcome 5:2,4 went 34:18 44:19 45:11 | | 0 084-003601 1:24 | 1 1 14:16 47:21 1,456 15:2 10 22:18 35:21 49:6 10-foot 22:15 10:00 27:2 100 20:17 47:9 1111 28:13 1112 38:17 1117 1:7 3:6 4:4 | 6 6 15:16 22:19 26:24 47:22 6-inch 22:21 23:2 60064 6:24 60526 1:8 3:7 63 14:12 |
| | | | 7 7:00 1:13 4:1 70 8:20 | 8 8 14:16 15:16 26:24 47:21 |

Public Works Committee Divider

Michael Sheehan, Chairman

Jamie Zaura

Scott Mesick

Village Board Agenda Memo

Date: September 22, 2020

To: President and Board of Trustees

From: Richard Radde, Public Works Director 
Julia Cedillo, Village Manager 

RE: 2020 Fall Tree Planting Program – Purchase of Parkway Trees from *St. Aubin Nursery*

PURPOSE:

To approve a “not to exceed” amount of \$26,000 for the purchase and planting of parkway trees from St. Aubin Nursery.

GENERAL BACKGROUND:

Established in 1913, St. Aubin Nursery is a wholesale plant grower located in Zone 4 in North Central Illinois. St. Aubin specializes in native trees, shrubs, and evergreens and provides the service of delivery and planting of these trees.

St. Aubin has continued to provide quality trees to the Village, including the last three planting cycles. Public Works continues to update planting locations and species to determine the best suitable tree for a particular space. Currently, 13 species of trees are identified to plant in our parkways, which provides a variation to diversify our urban forest. Planting of selected trees will take place in October 2020.

Resident participation for this round of planting is overwhelming, exceeding 40 requests. Homeowner purchases will be a reimbursement back to the Village.

Funds for this project are budgeted in FY20/21 MFT. Due to restrictions, Motor Fuel Tax funds cannot be utilized for tree planting only general maintenance (trimming or removals). Tree planting will come out of the General Fund and tree removals will be charged to MFT.

STAFF RECOMMENDATION:

Staff recommends approval of a “not to exceed” amount of \$26,000 to St. Aubin Nursery and Landscape for the purchase and planting of trees for the 2020 Fall Planting Program at the Village Board Meeting on September 22, 2020.

MOTION / ACTION REQUESTED:

This item is both for discussion and action.

Motion: To Approve and Authorize the Purchase and Planting of Parkway Trees in a “Not to Exceed” amount of \$26,000.00 From St. Aubin Nursery and Landscape.

DOCUMENTATION:

- St. Aubin Nursery Proposal 9/14/2020

ST. AUBIN NURSERY & LANDSCAPE

ST. AUBIN NURSERY & LANDSCAPE
 35445 IRENE ROAD
 KIRKLAND, IL 60146

Quote

| | |
|-----------|------------|
| Date | Estimate # |
| 9/14/2020 | 16 |

| |
|---|
| Name / Address |
| VILLAGE OF LA GRANGE PARK 937 Barnsdale Road La Grange Park, IL 60526 |

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Total |
|--------------------------------|-----|--------|-------|
| Autumn Blaze Maple | 0 | 295.00 | 0.00 |
| Yellow Buckeye | 0 | 258.00 | 0.00 |
| Autumn Brilliance Serviceberry | 0 | 295.00 | 0.00 |
| Catalpa | 0 | 295.00 | 0.00 |
| Cucumber Magnolia | 0 | 319.00 | 0.00 |
| Donald Wyman Crab | 0 | 295.00 | 0.00 |
| Exclamation Plane Tree | 0 | 285.00 | 0.00 |
| Swamp White Oak | 0 | 309.00 | 0.00 |
| Pin Oak | 0 | 275.00 | 0.00 |
| Red Oak | 0 | 280.00 | 0.00 |
| Ivory Silk Lilac | 0 | 299.00 | 0.00 |
| Triump Elm | 0 | 279.00 | 0.00 |
| New Horizon Elm | 0 | 299.00 | 0.00 |

| | |
|-------------------------|--------|
| Subtotal | \$0.00 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$0.00 |

Village Board Agenda Memo

Date: September 22, 2020

To: President and Board of Trustees

From: Rick Radde, Public Works Director
Julia Cedillo, Village Manager



RE: 2020 Road Bond Paving – Contractor Award

PURPOSE:

Staff is seeking the Board's approval to award a contract with Schroeder Asphalt Services to complete the 2020 Paving Program in the amount of \$228,042.90.

GENERAL BACKGROUND:

The Village received ten bids for this project with a tight variance between the low and high bidder being only \$34,439.00. The Engineer estimate for this project is \$263,010.00. Identified roads for paving during this project include the 900 and 1000 blocks of Meadowcrest and Garfield from La Grange Road to Community. Work includes spot curb replacement to achieve positive flow of storm water, spot patching of deteriorated sub-base, and grind and resurface the roadway. Continuing with past construction procedures, if curb replacement takes place at a driveway apron, the Village will replace half the apron and seek participation from the homeowner for the remainder. Homeowner cooperation would result in a reimbursement to the fund.

The Village has budgeted \$250,000.00 in the Road Bond Fund – Construction and Maintenance Services (70-44-3-340) for this project.

STAFF RECOMMENDATION:

Staff recommends entering into a contract with Schroeder Asphalt Services for the 2020 Paving Program. Village staff recommends discussion and action to expedite the project start date.

MOTION/ACTION REQUESTED:

This item is for discussion and action:

Motion: (1) To Accept the Bid Proposal from Schroeder Asphalt Services, in an amount of \$228,042.90 and (2) To Authorize the Village Manager to Execute the Contract Document.

DOCUMENTATION:

- Engineer's Recommendation
- Bid Tabulation

September 10, 2020

President and Board of Trustees
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, Illinois 60526

Re: Meadowcrest and Garfield Resurfacing Project
Bid Opening Results

President and Board of Trustees:

Bids were received for the above referenced project on September 9, 2020. We offer the following comments and recommendations on the bid results.

The specifications for the project were sold to twelve (12) contractors, and the Village received bids from ten (10) qualified companies. A summary of the bids received is as follows:

| | |
|-----------------------------------|--------------|
| Schroeder Asphalt Services | \$228,042.90 |
| M&J Asphalt Paving | \$236,480.65 |
| Chicagoland Paving | \$244,000.00 |
| J.A. Johnson Paving | \$244,705.00 |
| Brothers Asphalt | \$248,587.50 |
| K-Five Construction | \$251,916.90 |
| Triggi Construction | \$256,436.90 |
| Builders Paving | \$258,588.00 |
| A Lamp Concrete Contractors, Inc. | \$259,349.15 |
| Lindahl Brothers | \$262,481.90 |
| Engineer's Estimate | \$263,010.00 |

The bids were checked and found to be in order. The lowest bidder, Schroeder Asphalt Services, is a qualified local Chicago area contractor who has satisfactorily completed municipal projects throughout the Chicago area and is certified by IDOT. Therefore, we recommend that the Village accept the bid proposal submitted by Schroeder Asphalt Services. in the amount of \$228,042.90. I am also returning the original proposals submitted by the contractors a copy of the bid tabulation for the project.

September 10, 2020

Page 2

Please feel free to contact our office should you have any questions or require additional information.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in cursive script, appearing to read 'Mark W. Volk', written in black ink.

Mark W. Volk, P.E., Principal

enclosures

cc: Ms. Julia Cedillo, Village Manager (W/Bid Tab)
Mr. Rick Radde, Director of Public Works (W/Bid Tab)



VILLAGE OF: LaGrange Park
 BID DATE AND TIME: September 9th, 2020 @ 10:00 AM
 PROJECT: Meadowcrest and Garfield Resurfacing Project
 ENGINEER'S ESTIMATE OF COST: \$263,010.00

| No. | Items | Unit | Quantity | ENGINEER'S EOC | | SCHROEDER ASPHALT SERVICES | | M & J ASPHALT PAVING | | CHICAGOLAND PAVING | | J. A. JOHNSON PAVING | | BROTHERS ASPHALT | |
|----------------------------|---|-------|----------|---------------------|---------------------|----------------------------|---------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------------|---------------------|
| | | | | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost |
| 1 | Combination Curb and Gutter Removal | Foot | 1600 | 10.00 | 16,000.00 | 5.00 | 8,000.00 | 6.25 | 10,000.00 | 3.50 | 5,600.00 | 5.75 | 9,200.00 | 6.30 | 10,080.00 |
| 2 | Sidewalk Removal | SqFt | 1075 | 2.00 | 2,150.00 | 1.00 | 1,075.00 | 1.10 | 1,182.50 | 1.00 | 1,075.00 | 1.60 | 1,720.00 | 2.04 | 2,193.00 |
| 3 | Driveway Pavement Removal | SqYd | 300 | 13.00 | 3,900.00 | 8.00 | 2,400.00 | 13.00 | 3,900.00 | 15.00 | 4,500.00 | 13.00 | 3,900.00 | 15.75 | 4,725.00 |
| 4 | Hot-Mix Asphalt Surface Removal (Various Depths) | SqYd | 5400 | 3.25 | 17,550.00 | 2.25 | 12,150.00 | 4.25 | 22,950.00 | 2.50 | 13,500.00 | 3.65 | 19,710.00 | 3.50 | 18,900.00 |
| 5 | Frames and Lids to be Adjusted | Each | 24 | 425.00 | 10,200.00 | 345.00 | 8,280.00 | 350.00 | 8,400.00 | 500.00 | 12,000.00 | 345.00 | 8,280.00 | 362.25 | 8,694.00 |
| 6 | Frames and Lids, Type 1 | Each | 12 | 450.00 | 5,400.00 | 350.00 | 4,200.00 | 350.00 | 4,200.00 | 415.00 | 4,980.00 | 350.00 | 4,200.00 | 367.50 | 4,410.00 |
| 7 | Water Service Boxes and Valve Boxes to be Adjusted | Each | 3 | 300.00 | 900.00 | 285.00 | 855.00 | 300.00 | 900.00 | 340.00 | 1,020.00 | 285.00 | 855.00 | 897.75 | 2,693.25 |
| 8 | Combination Concrete Curb and Gutter, Type B-6.12 (Mod) | Foot | 1600 | 30.00 | 48,000.00 | 30.00 | 48,000.00 | 26.00 | 41,600.00 | 30.00 | 48,000.00 | 27.75 | 44,400.00 | 31.50 | 50,400.00 |
| 9 | Portland Cement Concrete Sidewalk, 5" | SqFt | 1075 | 6.00 | 6,450.00 | 10.00 | 10,750.00 | 5.75 | 6,181.25 | 7.50 | 8,062.50 | 6.40 | 6,880.00 | 11.55 | 12,416.25 |
| 10 | Detectable Warnings | SqFt | 160 | 25.00 | 4,000.00 | 42.00 | 6,720.00 | 30.00 | 4,800.00 | 40.00 | 6,400.00 | 35.00 | 5,600.00 | 40.95 | 6,552.00 |
| 11 | Portland Cement Concrete Driveway Pavement, 7" | SqYd | 220 | 65.00 | 14,300.00 | 65.00 | 14,300.00 | 68.00 | 14,960.00 | 72.00 | 15,840.00 | 60.00 | 13,200.00 | 72.45 | 15,939.00 |
| 12 | HMA Driveway Pavement, 3" | SqYd | 80 | 40.00 | 3,200.00 | 50.00 | 4,000.00 | 44.00 | 3,520.00 | 20.00 | 1,600.00 | 42.00 | 3,360.00 | 40.00 | 3,200.00 |
| 13 | Protective Coat | SqYd | 600 | 1.00 | 600.00 | 1.00 | 600.00 | 1.00 | 600.00 | 1.00 | 600.00 | 1.00 | 600.00 | 0.02 | 12.00 |
| 14 | Class 'D' Patche, Type I-IV, 6" | SqYd | 375 | 75.00 | 28,125.00 | 38.00 | 14,250.00 | 46.00 | 17,250.00 | 38.00 | 14,250.00 | 25.00 | 9,375.00 | 50.00 | 18,750.00 |
| 15 | Bituminous Materials (Tack Coat) | Pound | 3690 | 0.50 | 1,845.00 | 0.01 | 36.90 | 0.01 | 36.90 | 0.01 | 36.90 | 0.01 | 36.90 | 0.30 | 1,107.00 |
| 16 | Leveling Binder (Machine Method), N50 | Ton | 245 | 80.00 | 19,600.00 | 80.00 | 19,600.00 | 90.00 | 22,050.00 | 90.00 | 22,050.00 | 99.00 | 24,255.00 | 76.00 | 18,620.00 |
| 17 | Hot-Mix Asphalt Surface Course, Mix "D", N50 | Ton | 650 | 80.00 | 52,000.00 | 78.00 | 50,700.00 | 78.00 | 50,700.00 | 84.00 | 54,600.00 | 82.00 | 53,300.00 | 76.00 | 49,400.00 |
| 18 | Topsoil Placement, 3" | SqYd | 600 | 5.00 | 3,000.00 | 9.00 | 5,400.00 | 10.00 | 6,000.00 | 6.00 | 3,600.00 | 1.00 | 600.00 | 5.25 | 3,150.00 |
| 19 | Sodding | SqYd | 600 | 11.00 | 6,600.00 | 9.00 | 5,400.00 | 14.00 | 8,400.00 | 11.00 | 6,600.00 | 19.00 | 11,400.00 | 8.40 | 5,040.00 |
| 20 | Supplemental Watering | Unit | 15 | 50.00 | 750.00 | 75.00 | 1,125.00 | 10.00 | 150.00 | 0.01 | 0.15 | 50.00 | 750.00 | 105.00 | 1,575.00 |
| 21 | Inlet Filter | Each | 12 | 120.00 | 1,440.00 | 125.00 | 1,500.00 | 150.00 | 1,800.00 | 110.00 | 1,320.00 | 185.00 | 2,220.00 | 194.25 | 2,331.00 |
| 22 | Traffic Control and Protection, Standard 701501 | L Sum | 1 | 15,000.00 | 15,000.00 | 8,700.00 | 8,700.00 | 5,950.00 | 5,950.00 | 18,265.45 | 18,265.45 | 13,831.10 | 13,831.10 | 6,915.00 | 6,915.00 |
| 23 | Traffic Control and Protection, Standard 701801 | L Sum | 1 | 2,000.00 | 2,000.00 | 1.00 | 1.00 | 950.00 | 950.00 | 100.00 | 100.00 | 7,032.00 | 7,032.00 | 1,485.00 | 1,485.00 |
| TOTAL AMOUNT OF BID | | | | \$263,010.00 | \$263,010.00 | \$228,042.90 | \$228,042.90 | \$236,480.65 | \$236,480.65 | \$244,000.00 | \$244,000.00 | \$244,705.00 | \$244,705.00 | \$248,587.50 | \$248,587.50 |

| No. | Items | Unit | Quantity | K-FIVE CONSTRUCTION | | TRIGGI CONSTRUCTION | | BUILDERS PAVING | | A LAMP CONCRETE | | LINDAHL BROTHERS | |
|----------------------------|---|-------|----------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | | | Unit Price | Total Cost |
| 1 | Combination Curb and Gutter Removal | Foot | 1600 | 5.75 | 9,200.00 | 12.25 | 19,600.00 | 5.00 | 8,000.00 | 6.00 | 9,600.00 | 6.00 | 9,600.00 |
| 2 | Sidewalk Removal | SqFt | 1075 | 1.60 | 1,720.00 | 2.50 | 2,687.50 | 1.00 | 1,075.00 | 1.15 | 1,236.25 | 1.50 | 1,612.50 |
| 3 | Driveway Pavement Removal | SqYd | 300 | 13.00 | 3,900.00 | 25.00 | 7,500.00 | 8.50 | 2,550.00 | 15.00 | 4,500.00 | 12.50 | 3,750.00 |
| 4 | Hot-Mix Asphalt Surface Removal (Various Depths) | SqYd | 5400 | 4.50 | 24,300.00 | 4.50 | 24,300.00 | 5.75 | 31,050.00 | 2.50 | 13,500.00 | 5.25 | 28,350.00 |
| 5 | Frames and Lids to be Adjusted | Each | 24 | 345.00 | 8,280.00 | 350.00 | 8,400.00 | 345.00 | 8,280.00 | 450.00 | 10,800.00 | 350.00 | 8,400.00 |
| 6 | Frames and Lids, Type 1 | Each | 12 | 350.00 | 4,200.00 | 400.00 | 4,800.00 | 350.00 | 4,200.00 | 450.00 | 5,400.00 | 350.00 | 4,200.00 |
| 7 | Water Service Boxes and Valve Boxes to be Adjusted | Each | 3 | 285.00 | 855.00 | 150.00 | 450.00 | 285.00 | 855.00 | 250.00 | 750.00 | 300.00 | 900.00 |
| 8 | Combination Concrete Curb and Gutter, Type B-6.12 (Mod) | Foot | 1600 | 29.00 | 46,400.00 | 31.25 | 50,000.00 | 33.00 | 52,800.00 | 28.00 | 44,800.00 | 30.00 | 48,000.00 |
| 9 | Portland Cement Concrete Sidewalk, 5" | SqFt | 1075 | 6.40 | 6,880.00 | 7.50 | 8,062.50 | 10.00 | 10,750.00 | 7.00 | 7,525.00 | 6.50 | 6,987.50 |
| 10 | Detectable Warnings | SqFt | 160 | 35.00 | 5,600.00 | 25.00 | 4,000.00 | 42.00 | 6,720.00 | 25.00 | 4,000.00 | 30.00 | 4,800.00 |
| 11 | Portland Cement Concrete Driveway Pavement, 7" | SqYd | 220 | 60.00 | 13,200.00 | 75.00 | 16,500.00 | 65.00 | 14,300.00 | 65.00 | 14,300.00 | 60.00 | 13,200.00 |
| 12 | HMA Driveway Pavement, 3" | SqYd | 80 | 25.00 | 2,000.00 | 15.00 | 1,200.00 | 31.00 | 2,480.00 | 25.00 | 2,000.00 | 45.00 | 3,600.00 |
| 13 | Protective Coat | SqYd | 600 | 1.00 | 600.00 | 0.10 | 60.00 | 1.00 | 600.00 | 1.00 | 600.00 | 0.60 | 360.00 |
| 14 | Class 'D' Patche, Type I-IV, 6" | SqYd | 375 | 35.00 | 13,125.00 | 35.00 | 13,125.00 | 53.00 | 19,875.00 | 80.00 | 30,000.00 | 52.00 | 19,500.00 |
| 15 | Bituminous Materials (Tack Coat) | Pound | 3690 | 0.01 | 36.90 | 0.01 | 36.90 | 0.01 | 36.90 | 0.01 | 36.90 | 0.01 | 36.90 |
| 16 | Leveling Binder (Machine Method), N50 | Ton | 245 | 100.00 | 24,500.00 | 100.00 | 24,500.00 | 99.00 | 24,255.00 | 90.00 | 22,050.00 | 87.00 | 21,315.00 |
| 17 | Hot-Mix Asphalt Surface Course, Mix "D", N50 | Ton | 650 | 77.00 | 50,050.00 | 77.00 | 50,050.00 | 87.00 | 56,550.00 | 90.00 | 58,500.00 | 87.00 | 56,550.00 |
| 18 | Topsoil Placement, 3" | SqYd | 600 | 8.00 | 4,800.00 | 1.00 | 600.00 | 1.75 | 1,050.00 | 2.00 | 1,200.00 | 8.00 | 4,800.00 |
| 19 | Sodding | SqYd | 600 | 18.00 | 10,800.00 | 24.00 | 14,400.00 | 11.56 | 6,936.00 | 5.00 | 3,000.00 | 8.00 | 4,800.00 |
| 20 | Supplemental Watering | Unit | 15 | 50.00 | 750.00 | 1.00 | 15.00 | 0.01 | 0.15 | 50.00 | 750.00 | 200.00 | 3,000.00 |
| 21 | Inlet Filter | Each | 12 | 185.00 | 2,220.00 | 75.00 | 900.00 | 185.00 | 2,220.00 | 150.00 | 1,800.00 | 185.00 | 2,220.00 |
| 22 | Traffic Control and Protection, Standard 701501 | L Sum | 1 | 13,500.00 | 13,500.00 | 4,500.00 | 4,500.00 | 2,504.95 | 2,504.95 | 23,000.00 | 23,000.00 | 15,000.00 | 15,000.00 |
| 23 | Traffic Control and Protection, Standard 701801 | L Sum | 1 | 5,000.00 | 5,000.00 | 750.00 | 750.00 | 1,500.00 | 1,500.00 | 1.00 | 1.00 | 1,500.00 | 1,500.00 |
| TOTAL AMOUNT OF BID | | | | \$251,916.90 | \$251,916.90 | \$256,436.90 | \$256,436.90 | \$258,588.00 | \$258,588.00 | \$259,349.15 | \$259,349.15 | \$262,481.90 | \$262,481.90 |

Village Board Agenda Memo

Date: September 22, 2020
To: Village President & Board of Trustees
From: Rick Radde, Director of Public Works 
Julia Cedillo, Village Manager 
RE: **Electric Supply Bids – Water Plant, Lighting and Additional Accounts**

PURPOSE

To seek Village Board approval for an electricity supply bid for the water plant pumping station, lighting account (0 Kemman Lite and 28th), and four additional accounts (619 31st St., 1018 31st St., 223 E. 31st St., 3147 Prairie Ave., Brookfield).

GENERAL BACKGROUND:

Back in January 2007, ComEd eliminated subsidized fixed-rate electricity service for non-franchise municipal accounts. To bring a cost-effective electricity supply alternative to municipalities in northern Illinois, the Metropolitan Mayors Caucus and Energy Choices (now Satori Energy) joined forces to create the Metropolitan Energy Collaborative. The “Collaborative” sought supply from a multitude of pre-qualified suppliers to secure lower-priced electricity to municipalities. The Metropolitan Energy Collaborative provides cost-effective electricity supply to municipalities for pumping and street lighting accounts. Since 2007, the Village has utilized the services through the Collaborative to purchase electricity from an alternative energy supplier for its largest account, the water plant pumping station.

Satori Energy also conducted a full review of all accounts this year and recommended purchasing power for a lighting account plus four additional village accounts. The savings on these accounts over the ComEd rate is 18-24%.

Presently, the Village’s electricity for the Water Pumping Station is supplied by Constellation Energy (the supply is backed by 100% in renewable energy certificates - RECs). The three-year supply contract expires in December 2020. Satori Energy solicited preliminary bids on the Village’s behalf for two and three-year supply contracts. This memorandum includes an attachment from Satori Energy, which consists of a table reflecting the prices bid by several energy suppliers on September 9, 2020. AEP Energy submitted the low price for each contract year.

Energy suppliers will not hold their prices firm for more than 24 hours. Accordingly, it will be necessary to solicit bids once again immediately before the September 22 Board Meeting. Staff will provide the Board the bid results at the meeting for discussion and action.

The Village Board may elect to choose the lowest bidder with an option for renewable energy certificates (REC). Selecting this option will add annual costs, where the amount is dependent on the term of the contract. Without the RECs options, about 10% of the supply comes from green energy resources.

Village Attorney reviewed and approved the contract documents with AEP Energy before tonight’s meeting.

STAFF RECOMMENDATION:

Consistent with past practice and anticipated savings, staff recommends in consultation with Satori Energy, approving a 3-year contract with 100% renewable energy options. Satori Energy first screens suppliers and only seek bids from qualified vendors. They also screen contracts in advance and require language changes if they have a negative impact on

their clients. Satori Energy assures the members of the Collaborative that they wouldn't recommend anyone that they believed to be unreliable. In addition, the Illinois Commerce Commission bonds all suppliers. Director Radde discussed this at the last Sustainability Commission meeting, and the Commissioners all supported a 100% green option, excluding nuclear power.

Action Requested

This item is for discussion and action.

Motion: Authorize the Village Manager to Execute a Contract with AEP Energy for Energy Supply for the Village's Water Plant, Lighting Accounts, and Four Additional Accounts for a 3-year Contract, Backed by 100% in Renewable Energy Certificates (RECs).

DOCUMENTATION

- Electric Supply Pricing Proposal – Dated 9/9/2020
- A final Electric Supply Pricing Proposal will be provided at the September 22 Board Meeting
- AEP Contracts

Village of LaGrange Park (Lighting)

Electric Supply Pricing Proposal

QUOTE DATE:
9/9/2020

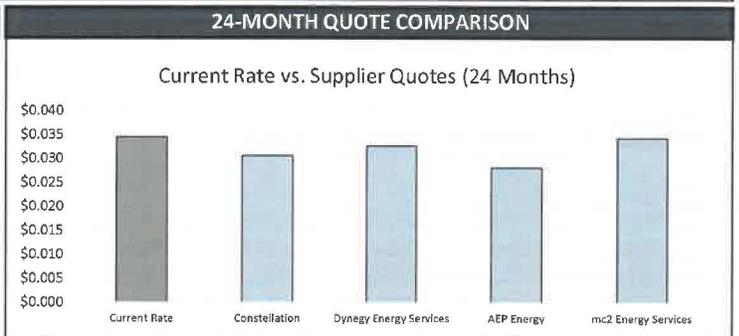
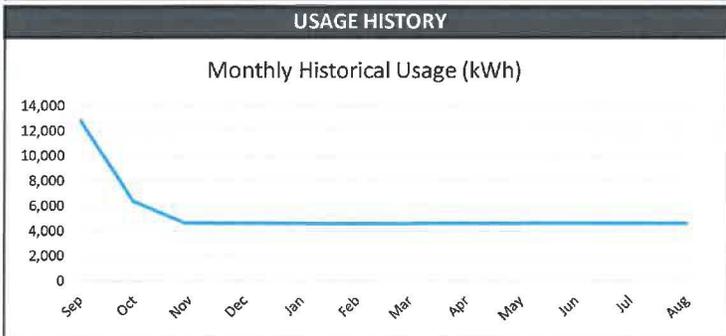


| QUOTE INFORMATION | |
|-----------------------|--------------------|
| Projected Start Date: | December 2020 |
| Utility: | ComEd - IL |
| Number of Accounts: | 1 |
| Annual kWh: | 65,569 |
| Product Quoted: | Fixed (100% Green) |

| CURRENT PROVIDER INFORMATION | |
|------------------------------|----------------------|
| Supply Provider: | ComEd - IL |
| Electric Rate (\$/kWh): | \$0.03453 |
| Annual Supply Expense: | \$2,264 |
| Product: | Default Utility Rate |
| Contract End Date: | N/A |

| MOST COMPETITIVE SUPPLY QUOTES | | | | | | |
|--------------------------------|------------------|------------|-------------------------|--------------------|-------------------|----------------------------|
| Term Length | Rate (\$/kWh) | Supplier | Annual Contract Expense | Annual Impact (\$) | Annual Impact (%) | Total Contract Impact (\$) |
| 24 Months | \$0.02816 | AEP Energy | \$1,846 | ↓ \$418 | ↓ 18.4% | ↓ \$835 |
| 36 Months | \$0.02794 | AEP Energy | \$1,832 | ↓ \$432 | ↓ 19.1% | ↓ \$1,296 |

| QUOTE PRESENTATION | | | | | | |
|------------------------|---------------------------------|------------------|---------------|----------------|-----------|-----------------------|
| Supplier | 24 Months | 36 Months | Credit Status | Invoice Type | Bandwidth | Renewal Language |
| Constellation | \$0.03058 | \$0.03046 | Approved | Single or Dual | 100% | Month-to-Month |
| Dynegy Energy Services | \$0.03264 | \$0.03241 | Approved | Single or Dual | 100% | Optional Auto-Renewal |
| AEP Energy | \$0.02816 | \$0.02794 | Approved | Single or Dual | 100% | Optional Auto-Renewal |
| mc2 Energy Services | \$0.03430 | \$0.03400 | Approved | Single or Dual | 100% | Optional Auto-Renewal |
| Hudson Energy | Supplier does not offer product | | | | | |



| ACCOUNT INFORMATION | | | |
|---------------------|---|------------|---------|
| Account Number | Service Address | Annual kWh | Usage % |
| 2320121035 | 0 Kenman Lite RT/23, 28th Ave., LaGrange Park, IL 60526 | 65,569 | 100.0% |

| CAPACITY INFORMATION | | |
|---|----------------------|--------------------|
| Electricity supply rates are typically comprised of six major components: energy, capacity, transmission, ancillary costs, line losses, and Renewable Portfolio Standard (RPS) costs. Capacity itself is a regulated cost, meaning that the cost will be the same regardless of which supplier you choose to purchase your energy from. The table to the right shows the fluctuating costs of capacity over the next several years. | Planning Year | Est. Cost (\$/kWh) |
| | June 2017 - May 2018 | \$0.01600 |
| | June 2018 - May 2019 | \$0.02209 |
| | June 2019 - May 2020 | \$0.02006 |
| | June 2020 - May 2021 | \$0.01978 |
| June 2021 - May 2022 | \$0.02007 | |

NOTES AND DISCLAIMERS

- Pricing as quoted is valid until 5PM CST of the Quote Date.
- This offer is presented on behalf of the named providers and is to the best knowledge of Satori Energy.
- Satori Energy is not responsible for any changes relative to this offer that are unknown to us.
- Historical annual kWh is determined by calculating the last 12 months of usage as provided from the local utility.
- This proposal incorporates all costs except meter rentals, facility costs, delivery costs, and any city, county, or state sales tax and gross receipts tax (which are not subject to deregulation).
- This analysis is only for the named client's review and the client agrees not to share this proprietary information with any third parties unless required by law. Either party breaking this covenant will be liable for damages.
- All suppliers retain the ability to adjust prices due to a change in law imposed by a Governmental Authority or the regional Independent System Operator ("ISO").
- All savings and expense impact figures displayed in the above proposal are estimates based on historical usage.

Village of LaGrange Park

Electric Supply Pricing Proposal

QUOTE
DATE:
9/9/2020

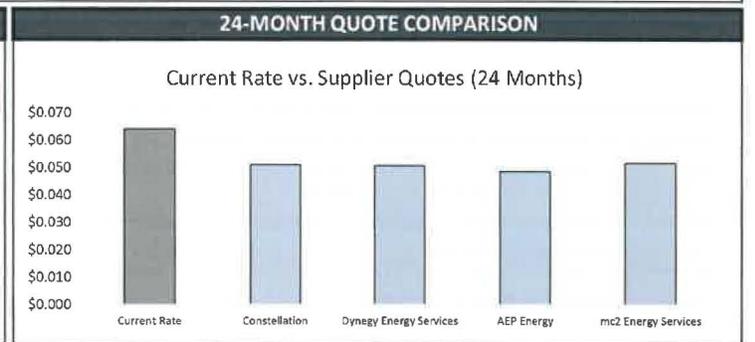
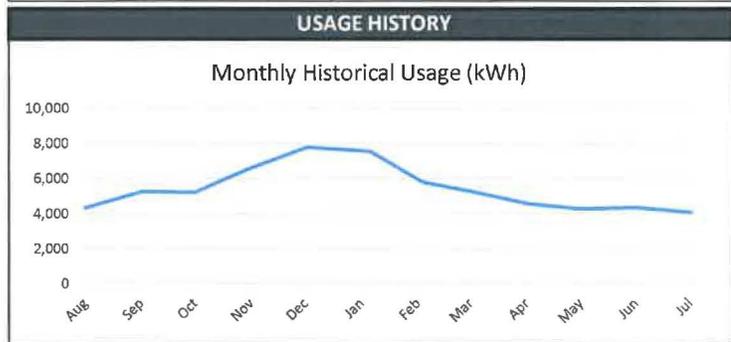


| QUOTE INFORMATION | |
|-----------------------|--------------------|
| Projected Start Date: | December 2020 |
| Utility: | ComEd - IL |
| Number of Accounts: | 5 |
| Annual kWh: | 421,231 |
| Product Quoted: | Fixed (100% Green) |

| CURRENT PROVIDER INFORMATION | |
|------------------------------|----------------------|
| Supply Provider: | ComEd - IL |
| Electric Rate (\$/kWh): | \$0.06400 |
| Annual Supply Expense: | \$26,959 |
| Product: | Default Utility Rate |
| Contract End Date: | N/A |

| MOST COMPETITIVE SUPPLY QUOTES | | | | | | |
|--------------------------------|------------------|------------|-------------------------|--------------------|-------------------|----------------------------|
| Term Length | Rate (\$/kWh) | Supplier | Annual Contract Expense | Annual Impact (\$) | Annual Impact (%) | Total Contract Impact (\$) |
| 24 Months | \$0.04855 | AEP Energy | \$20,451 | ↓ \$6,508 | ↓ 24.1% | ↓ \$13,016 |
| 36 Months | \$0.04773 | AEP Energy | \$20,105 | ↓ \$6,853 | ↓ 25.4% | ↓ \$20,560 |

| QUOTE PRESENTATION | | | | | | |
|------------------------|---------------------------------|------------------|------------------|----------------|-----------|-----------------------|
| Supplier | 24 Months | 36 Months | Credit Status | Invoice Type | Bandwidth | Renewal Language |
| Constellation | \$0.05097 | \$0.05001 | Approved | Single or Dual | 100% | Month-to-Month |
| Dynegy Energy Services | \$0.05065 | \$0.04995 | Approved | Single or Dual | 100% | Optional Auto-Renewal |
| AEP Energy | \$0.04855 | \$0.04773 | Pending Approval | Single or Dual | 100% | Optional Auto-Renewal |
| mc2 Energy Services | \$0.05153 | \$0.05116 | Approved | Single or Dual | 100% | Optional Auto-Renewal |
| Hudson Energy | Supplier does not offer product | | | | | |



| ACCOUNT INFORMATION | | | |
|---------------------|---|------------|---------|
| Account Number | Service Address | Annual kWh | Usage % |
| 0828070006 | 619 East 31st, LaGrange Park, IL 60526 | 22,846 | 5.4% |
| 5883099031 | 1018 31st Street, LaGrange Park, IL 60526 | 22,423 | 5.3% |
| 6408030013 | 223 East 31st Street, LaGrange Park, IL 60526 | 15,248 | 3.6% |
| 7793070011 | 3147 Prairie Ave., Brookfield, IL 60513 | 4,391 | 1.0% |
| 0669085045 | 447 Catherine Ave., LaGrange Park, IL 60526 | 356,323 | 84.6% |

| CAPACITY INFORMATION | | |
|----------------------|--------------------|---|
| Planning Year | Est. Cost (\$/kWh) | |
| June 2017 - May 2018 | \$0.01600 | Electricity supply rates are typically comprised of six major components: energy, capacity, transmission, ancillary costs, line losses, and Renewable Portfolio Standard (RPS) costs. Capacity itself is a regulated cost, meaning that the cost will be the same regardless of which supplier you choose to purchase your energy from. The table to the right shows the fluctuating costs of capacity over the next several years. |
| June 2018 - May 2019 | \$0.02209 | |
| June 2019 - May 2020 | \$0.02006 | |
| June 2020 - May 2021 | \$0.01978 | |
| June 2021 - May 2022 | \$0.02007 | |

NOTES AND DISCLAIMERS

- Pricing as quoted is valid until 5PM CST of the Quote Date.
- This offer is presented on behalf of the named providers and is to the best knowledge of Satori Energy.
- Satori Energy is not responsible for any changes relative to this offer that are unknown to us.
- Historical annual kWh is determined by calculating the last 12 months of usage as provided from the local utility.
- This proposal incorporates all costs except meter rentals, facility costs, delivery costs, and any city, county, or state sales tax and gross receipts tax (which are not subject to deregulation).
- This analysis is only for the named client's review and the client agrees not to share this proprietary information with any third parties unless required by law. Either party breaking this covenant will be liable for damages.
- All suppliers retain the ability to adjust prices due to a change in law imposed by a Governmental Authority or the regional Independent System Operator ("ISO").
- All savings and expense impact figures displayed in the above proposal are estimates based on historical usage.



Master Energy Purchase Agreement – Electric Commodity Sales
(Commercial GTC v.05.02.19)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (the “General Terms and Conditions”) dated and effective as of 09/15/2020 and all schedules, attachments, riders, and exhibits hereto, including any Attachment A-1 (each, an “Attachment” and collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and Village of LaGrange Park (“Customer”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”) and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) (which may include non-metered lighting accounts) specified on any Attachment (each, a “Service Location”).

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail electric generation supply requirements at each such Service Location (the “Retail Energy”), the terms and conditions of which are described in the relevant Attachment(s). The Retail Energy shall be provided to Customer’s relevant electric distribution company (each as specified in the relevant Attachment, the “EDC”) and transmission system interconnection point (each, a “Delivery Point”). The EDC is responsible for delivery of the Retail Energy to any Service Location at and from the Delivery Point, as well as for reading Customer’s meter and responding to emergencies. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing usage information and consents to the disclosure by the EDC to AEP Energy of certain basic information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC’s delivery or distribution of the Retail Energy to Customer and other services, whether billed to AEP Energy or Customer, including any switching, telecommunications, and/or meter or meter reading related costs.

The Retail Energy pricing specified in any Attachment is determined by AEP Energy using Customer’s actual and estimated historical and forecasted load data, which is considered representative of each Service Location’s anticipated Retail Energy requirements for the Term, and applies to all Retail Energy covered under the relevant Attachment, including any unmetered lighting volumes. With respect to any pricing, or a factor of the pricing, in any Attachment based (in whole or part) upon a specified index, any such reference, publication (in whole or part), or entity responsible for the publication of the price source includes any successor thereto.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant EDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC’s meter read cycle, in accordance with the billing method specified in the relevant Attachment, (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3)

as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill); provided, however, the relevant EDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the “Customer Information” table at the end of these General Terms and Conditions (unless Customer requests paper bills) or later specified by Customer in writing (including email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components (e.g., capacity or transmission) related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently reconcile the actual bill(s) and the estimated bill(s) and post any debit or credit amount to Customer’s account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse, such that AEP Energy will have received such payment not later than the close of business on the business day following the number of calendar days specified in the relevant Attachment from the date of the invoice containing the relevant charges. Late payments with respect to any and all amounts due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, “Account Charges”) shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys’ fees, in connection with collection and enforcement of its rights on past due Account Charges.

B. Invoice Disputes and Adjustments: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and all reasonable supporting documentation (the “Notice of Dispute”) and (2) making payment of the undisputed portion of the invoice within the normal terms, prior to the due date of the relevant invoice. During the forty-five (45) calendar days following AEP Energy’s receipt of any Notice of Dispute (the “Dispute Period”), the Parties shall expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer’s actual usage and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice, and Customer will receive credit in such re-issued invoices

for any amount of the previously-issued invoice that had been paid by Customer.

III. TERM AND EFFECT OF TERMINATION

Should the Parties reach agreement regarding a Retail Energy purchase and sale transaction under this Agreement, the Parties shall execute an Attachment, which will include, as applicable: (A) the identification of Service Location(s), (B) the term, (C) Retail Energy pricing and related provisions, (D) delivery quantity, and (E) other special terms and conditions, if any. This Agreement is effective as of the date hereof, and will remain in effect for so long as any Attachment remains outstanding or, if applicable, until the conclusion of any Holdover Term or Renewal Term (each as hereinafter defined) (the "Term"). The Parties agree that the EDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the EDC's rules and practices regarding such switching. AEP Energy, therefore, shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under the relevant Attachment (1) on the available enrollment date that is established by the EDC and estimated to be on or around the Anticipated Start Date specified in the relevant Attachment, and (2) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the "Commencement Date"); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following execution of the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in any Commencement Date.

Not less than thirty (30) calendar days prior to the then-current expiration date of the relevant Term, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend such Term ("Renewal Term"). Any Renewal Notice shall contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). Customer shall have five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer.

Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization ("RTO") EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.01 per kWh, and any and all applicable bypassable costs, charges, and fees for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer's EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement,

including the Parties' respective agreements and obligations under the "Confidentiality," "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of Jury Trial" sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall, with respect to each Service Location, be effective on the next available drop date as established by the EDC. In the event that the EDC's retail electric supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate the relevant Attachment(s), or, if applicable, this Agreement, without penalty to either Party.

IV. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require that Customer deliver to AEP Energy, as security, adequate assurance of performance, including credit support in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit, or prepayment ("Adequate Assurance of Performance"). Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

V. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement, any Attachment or transaction entered into pursuant to this Agreement, or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from any EDC or Customer of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the term of the relevant Attachment; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such

appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any Master Energy Purchase Agreement – Natural Gas Commodity Sales, NAESB Base Contract for Sale and Purchase of Natural Gas, or other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement (including any or all Attachments hereunder) by sending written notice to the Defaulting Party; or (3) exercise such other rights and remedies as may be available to it at law or in equity pursuant to this Agreement. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the EDC effective on the next available drop date as established by such EDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") calculated as follows:

- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Usage" is equal to the number of megawatt hours (MWhs) used by Customer at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer's Historical Annual Usage is less than or equal to fifty (50) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by ten dollars (\$10). For example, if this Agreement is terminated two (2) months early, two (2) months x ten dollars (\$10) per month = twenty dollar (\$20) Settlement Amount.

- If Customer's Historical Annual Usage is greater than fifty (50) MWhs but less than or equal to two hundred-fifty (250) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by fifty dollars (\$50). For example, if this Agreement is terminated two (2) months early, two (2) months x fifty dollars (\$50) per month = one hundred dollar (\$100) Settlement Amount.

- If Customer's Historical Annual Usage is greater than two hundred-fifty (250) MWhs but less than or equal to five hundred (500) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by one hundred-fifty dollars (\$150). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred-fifty dollars (\$150) per month = three hundred dollar (\$300) Settlement Amount.

- If Customer's Historical Annual Usage is greater than five hundred (500) MWhs, the Settlement Amount shall be equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party); provided, however, that no such Settlement Amount shall be due to a Party under this section if such Party is the Defaulting Party.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined) pursuant to the applicable Attachment(s).

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance. For the avoidance of doubt, AEP Energy shall not be required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VI. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s) on the relevant Attachment.

VII. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement or any Attachment, including in evaluating the advantages or disadvantages of any specific product or service or predictions about savings, future energy prices, or any other matter. Customer acknowledges that the EDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the EDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by

entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

VIII. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior written notice, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail electric supply business of AEP Energy, so long as (1) with respect to Customer, such affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified in the relevant existing Attachment(s).

IX. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including, to the extent satisfying the foregoing requirements, acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution systems; terrorism; sabotage; breach by the EDC; electric grid interruption and/or curtailment; earthquake; war; riot or other civil unrest; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price under the relevant Attachment, or with respect to Customer, the loss or failure of Customer's facilities or Customer's inability to

use Retail Energy purchased hereunder. If the Force Majeure continues for a period in excess of thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

X. REGULATORY EVENT

In the event that any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDC, RTO, or Independent System Operator (ISO), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDC, ISO, RTO, or other regulated service provider materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement shall remain in full force and effect. For the purposes of a Regulatory Event, "material" means a change that results in an increase in the relevant Retail Energy pricing under the relevant Attachment for the remainder of the relevant Term by \$0.10 per MWh or more.

XI. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XII. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction and Attachment hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XIII. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and

sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XIV. NOTICES

Any notice served hereunder from AEP Energy to Customer, shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable but in any event no later than fifteen (15) calendar days after any such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

XV. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action arising out of

this Agreement shall be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The Parties agree that any action, suit or proceeding arising out of or in connection with this Agreement shall be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A CLASS MEMBER WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION.

XVI. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions shall remain in force and shall not otherwise be affected, and (B) such provision or section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement shall operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of or shall prejudice any of its rights or remedies hereunder.

XVII. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce shall be deemed to constitute an amendment hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Energy supply, respectively, with respect to the Service Location(s) listed on the relevant Attachment, and all transactions are entered into in reliance on the fact that these General Terms and Conditions and any and all Attachments form a single agreement between the Parties, and the Parties would not otherwise enter into any transactions. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern and take precedence. The words

"include" and "including" shall be deemed to be followed by the phrase "without limitation." The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement and shall not be used to construe or interpret the provisions of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and simply construed according to its fair meaning and shall not be construed against one Party or the other as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

Statutory disclosure to Ohio customers required pursuant to Ohio law: As applicable, Customer may be charged switching fees by the EDC.

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means, including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party's electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

XVIII. COUNTERPARTS AND ELECTRONIC SIGNATURES

| Customer Information | | |
|-----------------------------|---|---|
| | Billing Information: <input type="checkbox"/> Please send paper invoices. | Contract Notice Information: <input type="checkbox"/> Same as Billing Information |
| Address 1: | 447 Catherine Ave. | |
| Address 2: | LaGrange, IL 60526 | |
| Attn: | | |
| Telephone: | 708-579-2370 | |
| Email: | jcedillo@lagrangepark.org | |

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer: Village of LaGrange Park

Signature: _____
 Name: Scott D. Slisher
 Title: Chief Solutions Officer

Signature: _____
 Name: _____
 Title: _____



Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales (Ex. A v.09.17.18)

The following details of this Exhibit A (this “Exhibit A”) to the Master Energy Purchase Agreement – Electric Commodity Sales (the “Master Agreement”) shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the “Agreement”) and be dated and effective as of 09/15/2020. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

Nature of Purchase and Sale Obligation: AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer’s full usage requirements of Retail Energy at Customer’s facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

Retail Energy Pricing: Customer’s total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price or Default Energy Price, as applicable, does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

Term: AEP Energy shall use reasonable efforts to begin supplying Retail Energy to Customer (the “Commencement Date”) under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof and the relevant Term shall continue concurrently with any Attachment A-1 then in effect, unless sooner terminated under the Agreement.

Definitions of Terms:

The following terms are applicable to all products; however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Energy Losses: Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

Capacity: The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer’s EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates.

Transmission: Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer’s agent for securing and managing Customer’s transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer’s EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates.

Ancillary Services: Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

RPS: Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based on AEP Energy’s incurred costs and billed as a separate line item.

The following terms are applicable to certain products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Energy Price: The Energy Price shall be determined by AEP Energy using Customer’s actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)’ anticipated Retail Energy requirements for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

Summer Price: Summer pricing applies to the June meter read, as defined by the applicable EDC Meter Bill Group, and the next three (3) consecutive full meter reading periods.

Non-Summer Price: Non-summer pricing applies to all other meter reading periods not defined under Summer Price.

On-Peak Price: On-peak pricing shall apply to all usage from Monday through Friday, excluding North American Electric Reliability Corporation (NERC) holidays, from Hour Ending (HE) 0800 Eastern Prevailing Time (EPT) through HE 2300 EPT.

Off-Peak Price: Off-peak pricing applies to all usage in hours not defined under On-Peak Price.

Metering Changes: If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

The following terms are applicable to certain index-based price products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:

Default Energy Price: The Default Energy Price shall be based upon the applicable RTO EDC day ahead hourly locational marginal price (LMP) plus a Default Index Adder.

Default Index Adder: The Default Index Adder shall be specified in Attachment A-1. Specific to the Default Index Adder, On-Peak and Off-Peak shall be defined according to the hours as specified in On-Peak Price and Off-Peak Price defined above.

FRCQ: As an alternative to the Default Energy Price, the Parties may designate a price for a block of the Retail Energy supply (the Firm Rate Contract Quantity or "FRCQ") for the Service Location(s) located within the EDC service territory. In the case of an On-Peak and Off-Peak FRCQ, On-Peak and Off-Peak shall be defined as according to NERC. The FRCQs are listed in Attachment A-1.

Excess Usage Charge: Usage above the FRCQ shall be billed at the Default Energy Price.

Shortfall Charge (Credit): In cases where Customer's usage is less than the FRCQ (Shortfall), Customer's shortfall kWhs shall be invoiced as a credit or debit, as applicable, at the block Energy Price less the applicable RTO EDC day ahead hourly locational marginal price (LMP).

State Disclosure(s): The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's **Illinois** license was granted in Order No. 09-0147, **Pennsylvania** license number is A-2009-2132755, and **New Jersey** license number is ESL-0160. The **District of Columbia Public Service Commission's** telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. The **Maryland Public Service Commission's** toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. The **New Jersey Board of Public Utilities Division of Consumer Relations'** toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in **Ohio:** Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer:

Village of LaGrange Park

Signature: _____

Signature: _____

Name: Scott D. Slisher _____

Name: _____

Title: Chief Solutions Officer _____

Title: _____

Village Board Agenda Memo

Date: September 22, 2020

To: President and Board of Trustees

From: Richard Radde, Public Works Director 
Julia Cedillo, Village Manager 

RE: Land Acquisition Services – Water Main Project

PURPOSE: Approve an agreement with Santacruz Land Acquisitions to perform necessary work obtaining permanent and temporary easements for installation of the new water main, which includes residential and commercial properties.

GENERAL BACKGROUND:

Over the last several years, Hancock Engineering has been working on the design/placement of a new water main along La Grange Road and 31st Street corridor. Staff believes the services of an outside company focused on land acquisition negotiations would progress the already delayed water main project.

Santacruz is a well-qualified firm that specializes in this type of work. As part of their proposal, Santacruz will obtain land appraisals for seven residential and two commercial parcels. After the appraisal process, Santacruz will negotiate on the Village's behalf with each parcel owner for permanent and temporary easements.

Santacruz coordinates a work process with Staff and the Village Attorney, and leads negotiations with property owners.

STAFF RECOMMENDATION:

Staff recommends approving the Agreement between the Village and Santacruz Land Acquisitions to secure the necessary easements and advance this project.

MOTION/ACTION REQUESTED:

This item is for discussion and action.

Motion: To Approve a Professional Agreement with Santacruz Land Acquisitions for Temporary and Permanent Land Acquisitions in an amount not to exceed \$26,800.00 and to Authorize the Village Manager to Execute Required Documents.

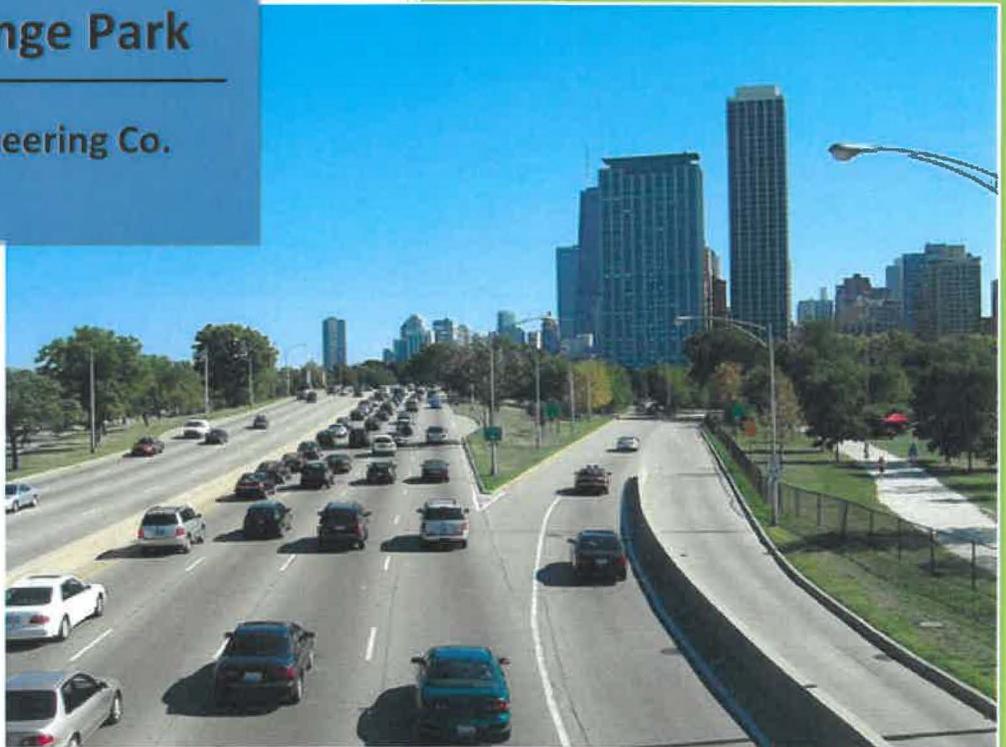
DOCUMENTATION:

- Santacruz Proposal

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of LaGrange Park

Edwin Hancock Engineering Co.



Watermain Replacement Project along LaGrange Road and 31st Street

Santacruz Land Acquisitions

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

We understand the importance of keeping on schedule. On-time lettings gives the Village of LaGrange Park, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with land acquisition policies and procedures and FWHA policies that effect the certification and funding of your project.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA.

We have assembled a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or Edwin Hancock Engineering Co., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the watermain replacement project along LaGrange Road and 31st Street (the “Project”) to assure that the goals are met.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

Santacruz is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

We apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. Javier Santacruz will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the team have collaborated in the past on projects.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client’s satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **nine (9)** projected parcels of right-of-way, is as follows:

| | |
|-----------------------------|---------------------|
| <u>APPRAISALS:</u> | \$7,400.00. |
| <u>NEGOTIATIONS:</u> | \$19,400.00. |

Santacruz Land Acquisitions will prepare an appraisal for two (2) commercial parcels at a cost of \$2,800.00 each. In addition, Santacruz Land Acquisitions will prepare a valuation report to support negotiations with seven (7) residential parcels. Santacruz Land Acquisitions will provide a credit to LPA in the amount of \$3,000.00 for the preliminary valuation work completed on behalf of LPA by Santacruz Land Acquisitions.

Santacruz Land Acquisitions will provide negotiation services for the two (2) commercial parcels at a cost of \$2,700.00 each. In addition, Santacruz Land Acquisitions will provide negotiation services for the seven (7) residential parcels at a cost of \$2,000 each.

Santacruz Land Acquisitions will coordinate with the attorney for LPA to determine the level of title work to be obtained for this project. These services can be provided by obtaining title commitments or title abstracts from a title company or by Santacruz Land Acquisitions searching the public records. Depending on the level of title services required by LPA, if services are required from a title company, LPA shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the title commitments or title abstracts, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees ("Direct Billable Expenses").

If requested by LPA, Santacruz Land Acquisitions shall pay all Direct Billable Expenses and invoice LPA for said Direct Billable Expenses. Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of said Direct Billable Expenses.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$26,800.00.**

2

TECHNICAL APPROACH

Santacruz shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

Santacruz agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz helping us to help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The Appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. All appraisal work shall be completed within eight to ten weeks after commencement.

Task 6: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz Land Acquisitions will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counteroffer, Santacruz will prepare the necessary documentation for administrative settlement.

Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents,

any documents necessary for title clearance, the Negotiator’s Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

Condemnation Support

Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. Santacruz brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. Santacruz has years of experience handling some of the most complex land acquisition transactions.

The Santacruz staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. Santacruz has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

Village President Divider



PROCLAMATION
Fire Prevention Week 2020

WHEREAS, the Village of La Grange Park is committed to ensuring the safety and security of all those living in and visiting La Grange Park; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,630 people in the United States in 2017, according to the National Fire Protection Association®, and fire departments in the United States responded to 357,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, Best practices are to stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents are urged to have a planned and practiced home fire escape plan and working smoke alarms all of which directly increase the chances of surviving a fire; and

WHEREAS, The Village of La Grange Park’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention, protection, and education; and

WHEREAS, the 2020 Fire Prevention Week theme™, “Serve Up Fire Safety in the Kitchen!” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE BE IT PROCLAIMED THAT: The Village President and Board of Trustees of the Village of La Grange Park do hereby proclaim October 4 -10, 2020 as Fire Prevention Week throughout our town and encourage our residents to check their kitchens for fire hazards, use safe cooking practices, and to support the public safety activities and efforts of the Village of La Grange Park’s Fire and Emergency Services.

James L. Discipio, Village President

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 22nd day of September, 2020.

ATTEST: _____
Meghan Kooi, Village Clerk



Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Annual Schedule of Regular Meeting Dates for 2020

| | | | |
|--------------------|-----------------------|-----------|--------------|
| September 22, 2020 | Village Board Meeting | 7:30 p.m. | Village Hall |
| October 13, 2020 | Work Session Meeting | 7:30 p.m. | Village Hall |
| October 27, 2020 | Village Board Meeting | 7:30 p.m. | Village Hall |
| November 10, 2020 | Work Session Meeting | 7:30 p.m. | Village Hall |
| November 24, 2020 | Village Board Meeting | 7:30 p.m. | Village Hall |
| December 8, 2020 | Village Board Meeting | 7:30 p.m. | Village Hall |