

PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Jamie M. Zaura
Robert T. Lautner

VILLAGE BOARD WORK SESSION MEETING

Tuesday, July 14, 2015 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Administrative Committee Items**
 - A. Discussion & Action - Collective Bargaining Agreement – Fraternal Order of Police (FOP) – Patrol Officers: *Motion: Move to approve a Resolution Adopting, and Authorizing Execution of, Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park.*
6. **Building & Zoning Committee Items**
 - A. Discussion & Action – Zoning Application No. 2015-04: 1209 W. Ogden Avenue – Nazareth Academy: *Motion: To approve an Ordinance Granting Certain Variations for 1209 W. Ogden Avenue – Nazareth Academy (Public Hearing No. 2015-04).*
7. **Public Safety Committee Items**
 - A. Discussion & Action – Purchase of In-Squad Cameras – Award of Grant Funds: *Motion: Authorizing the purchase and installation of in-squad cameras from L3 Mobile-Vision, Inc., for the amount of \$46,000 in total.*
8. **Public Works Committee Items**
 - A. Discussion & Action – 2015 Paving Project – Finsbury & Pine Tree Lanes – Acceptance of Bid: *Motion: Accepting the bid proposal from GA Paving LLC in the amount of \$149,352.50, and authorize the Village President to execute the necessary contract documents.*
9. **Other Reports**
 - A. Village Manager
 - B. Village President
 - C. Village Clerk
 - D. Committee

VILLAGE BOARD MEETING
Tuesday, July 14, 2015 – 7:30 p.m.

AGENDA (continued – Page 2)

- 10. New Business**
- 11. Executive Session**
- 12. Adjourn**

Next Village Board Meeting: July 28, 2015

Next Village Work Session Meeting: August 11, 2015



RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address 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. (a) 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.

(b) Non-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 Village business, Village services or Village governance.
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 Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Administration Committee

Robert Lautner, Chair
Michael Sheehan
James Kucera

Village Board Agenda Memo

Date: July 14, 2015
To: Village President and Board of Trustees
From: Emily Rodman, Assistant Village Manager 
Julia Cedillo, Village Manager 
RE: Collective Bargaining Agreement – Fraternal Order of Police (FOP) – Patrol Officers

GENERAL BACKGROUND

The one-year Collective Bargaining Agreement between the Village of La Grange Park and the Illinois Fraternal Order of Police (FOP) Labor Council expired on April 30, 2015. The FOP represents the patrol officers in the La Grange Park Police Department.

Following the expiration of the agreement, the Village has had discussions with the FOP on the terms of the successor Collective Bargaining Agreement. The Village Board has previously considered a three-year agreement (May 1, 2015 – April 30, 2018), where all of its terms, with the exception of the employee health insurance contribution (increased to 16%), tuition reimbursement (increased to \$2,000) and wages remain the same. The three-year agreement includes an increase to patrol officer wages in the amounts of 2.0%, 2.25% and 2.5% respectfully.

The membership of the Illinois Fraternal Order of Police (FOP) Labor Council has ratified the tentatively agreed upon collective bargaining agreement. The Village staff in conjunction with our labor attorney, Tim Guare, have prepared a final document for execution following the July 14th Village Board Work Session. The conditions of the final draft of the Collective Bargaining Agreement are consistent with the Board's previous review. It is now appropriate for the Board to approve and authorize the execution of the Agreement.

MOTION/ACTION REQUESTED

This item is for both discussion and action.

Motion: Move to approve a Resolution Adopting, and Authorizing Execution of, Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park.

STAFF RECOMMENDATION

It is recommended that the Collective Bargaining Agreement be approved.

DOCUMENTATION

- Resolution Authorizing Execution of Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park.
- Collective Bargaining Agreement, FOP, May 1, 2015 – April 30, 2018

RESOLUTION NO. 15-10

RESOLUTION ADOPTING AND AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL AND THE VILLAGE OF LA GRANGE PARK

WHEREAS, the full-time sworn police officers of the Village of La Grange Park are members of the Illinois Fraternal Order of Police Labor Council; and

WHEREAS, on May 29, 2015, the Village and the Illinois Fraternal Order of Police were able to agree to contract terms on a new collective bargaining agreement; and

WHEREAS, the bargaining unit members from the La Grange Park Police Department ratified the agreement on May 30, 2015; and

WHEREAS, the Village Board of the Village of La Grange Park agrees to authorize execution of the Collective Bargaining Agreement between the Village of La Grange Park and the Illinois Fraternal Order of Police Labor Council covering the period of May 1, 2015 through April 30, 2018;

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

1. That the Village of La Grange Park hereby approves the "Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council and the Village of La Grange Park," in substantially the same form as attached.
2. That the Village President, Village Clerk, and Village Manager are authorized to execute said Collective Bargaining Agreement upon receipt of the final Agreement document being fully executed by the Illinois Fraternal Order of Police Labor Council.
3. The Village Manager is authorized and directed to take such further actions as he/she deems necessary and appropriate to implement, administer and enforce this Resolution.

Adopted by the President and the Board of Trustees of the Village of La Grange Park, Cook County, Illinois this 14th day of July, 2015

YES: _____
NOS: _____
ABSENT: _____

Approved this 14th day of July 2015.

Dr. James L. Discipio, Village President

ATTEST: _____
Amanda Seidel, Village Clerk

AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AND

VILLAGE OF LAGRANGE PARK

May 1, 2015 – April 30, 2018

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VILLAGE OF LAGRANGE PARK

Preamble

This collective bargaining agreement is entered into by and between the VILLAGE OF LAGRANGE PARK and its Police Department hereinafter referred to as the (“Employer” or “Village”) and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, (hereinafter referred to as the “ Council”) on behalf of Officers in the collective bargaining unit set forth in Article II hereof.

ARTICLE I - RECOGNITION

Section 1 -Representative Unit

The Employer recognizes the Council as the sole and exclusive representative for all sworn Police Officers of the Employer in the job classification Police Officer and excluding all sworn Police Officers above the rank of Police Officer, and all supervisors, managers, confidential employees and all civilian employees.

Section 2 -Dues Checkoff

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Council, and shall forward such amount to the Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Council.

Section 3 -Fair Share

Employees under job classifications listed in Article I, Section 1, are not required to join the Council as a condition of employment but such employees shall, during the term of this Agreement, pay a service fee in the appropriate amount of the Council dues for one (1) Council

employee per month for the purpose of administering the provisions of this Agreement. The Council shall certify such amount and otherwise comply with 5 ILCS 315/6 of the Illinois Compiled Statutes in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

Section 4 - Indemnification

The Council shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Council shall refund any such amount directly to the involved employee.

ARTICLE II - PROBATIONARY PERIOD

The length of the probationary period is eighteen (18) months from date of hire. A probationary employee shall be entitled to all benefits provided for in this Agreement except that any discipline and termination shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, the purpose,

composition and function of each department and subdivisions, the services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment, including examination and testing; hire, classify, select, promote, to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards from time-to-time to change those standards; to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked and assign work and assign overtime; to determine the location, methods, means organization and number of personnel by which such operations and services shall be conducted, including the right to determine whether services or goods are to be made or purchased and to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons; to make, delete, alter and enforce reasonable rules, regulations, orders, policies and procedures; to transfer, assign, and evaluate employees; to require the physical and mental fitness of employees; to suspend, demote, discharge or take other disciplinary action against officers for just cause and to terminate any probationary officer with or without cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to contract out when necessary in the exercise of its powers and duties; to determine training needs and assign employees to training; to establish, modify, combine or abolish job positions and classifications and to select personnel for such positions; to determine work hours (shift hours); to establish, implement and maintain an effective internal investigation program; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc.

as may be declared by the Village Board President, the Village Manager, Police Chief or their authorized designees; and to generally carry out the mission of the Village.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

ARTICLE IV - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining under State law, the Employer shall notify the Council no later than five (5) days after deciding to enact a change. Upon such notification, and if requested by the Council, the Employer shall meet with the Council and discuss such change(s) prior to final implementation. Changes in working conditions fully implemented without such notice shall be considered temporary pending the completion of such discussions. The parties do not intend by such discussions to require decisional collective bargaining over the issue(s) raised; provided, however, that the parties agree to engage in impact bargaining if timely requested by the Council.

ARTICLE V - CONTINUITY OF OPERATION

Section 1 -No Strike

Neither the Council nor any officer, member of the Council, or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any officer or officer group. No officer covered by this Agreement shall refuse to cross any picket line, by whomever established while on duty or in the course of performing their job duties.

Section 2 -Council's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employer in writing that such action has not been caused or sanctioned by the Council;
- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such others steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 3 -Discharge of Violators

The Employer shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event,

the employee or employees, or the Council in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 4 -No Lockout

The Employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 5 -Reservation of Rights

In the event of any violation of this Article by the Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE VI - BILL OF RIGHTS

The Employer and the Council agree to include the Uniform Peace Officers' Disciplinary Act, as amended from time to time, as an Addendum to the collective bargaining agreement. A Union representative may be present during an investigatory interview, upon request made by an employee, in cases where the employee reasonably believes the information gained from the investigatory interview may result in the imposition of discipline against the officer. This Article shall not be interpreted as a waiver of any other statutory rights that an employee may have under state or federal law.

ARTICLE VII - EMPLOYEE RIGHTS

Section 1 -Personal Assets

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures

(including those of any member of his family or household) unless such information is necessary in an internal investigation.

Section 2 -Release of Information

No photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of it's release. Such disclosures will also include an Employee's home address and home telephone number.

Section 3 -Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses or wrist watch when same is damaged or destroyed as a result of the Employee's performance of duty which required the use or exertion of physical force. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employee's supervisor and shall be limited to \$300.00 per officer, per year, beginning on the date of first reported occurrence.

ARTICLE VIII - PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with the provisions of Public Act 85-1343.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1 -Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week, or work cycle. It is the Employer's intent that such changes will be implemented based upon the valid and legitimate operating needs of the department.

Section 2 -Work Schedules

The work period as defined by federal law for all officers shall be seven (7) consecutive days, with the first such period beginning on Monday, and ending on Sunday. All hours that an officer is in pay status shall be counted as hours worked for purposes of computing overtime.

Section 3 -Hours of Work

The hours of work shall be assigned by management. The normal work day shall be based upon three shifts, rotated equally among the officers. Each shift shall normally consist of eight hours, which includes ½ hour total for lunch as determined by the supervisor. Two coffee breaks are permitted. Each shall not exceed fifteen (15) minutes duration, duty permitting. Subject to supervisory approval, one coffee break may be taken at approximately mid-shift before lunch and the other coffee break may be taken at approximately mid-shift after lunch. Each officer is subject to call at all times during his shift, including lunch and break times. The shift schedule is currently a twenty-eight (28) day rotation.

Shift rotations shall be: 7:00 a.m. - 3:00 p.m., 3:00 p.m. - 11:00 p.m. and 11:00 p.m. - 7:00 a.m. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Police Chief.

During the term of the Agreement, all officers, other than OIC's and Detectives, shall be permitted to select their shift by seniority. The Chief agrees to request that all bargaining unit members submit their first and second shift choices annually in January. After shift bids are made, the Chief shall have the right to make reasonable adjustments in order to provide appropriate experience levels on the shifts, for specialty needs, to fill in vacancies and to avoid personality conflicts.

The Chief of Police shall determine whether any other change(s) in shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to

change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations, or where otherwise impractical.

A police officer working in the assigned capacity of Officer in Charge shall receive an additional 10% pay differential to his regular wage rate for the duration of this assignment.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise number of hours, roll call, reporting procedures), and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

Section 4 -Overtime Compensation

Overtime which has been duly authorized or approved shall be compensated as follows:

All hours in excess of forty (40) hours each week worked and/or compensated shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

All overtime calculations shall be rounded ahead to the nearest quarter hour. Cash payments for overtime shall accrue only after the officer has worked a minimum of eight (8) minutes of work on any day of the week beyond the officer's full regularly scheduled shift if the officer has otherwise met the forty (40) hour weekly threshold required for the commencement of payment of cash overtime.

Section 5 -Required Overtime

Pursuant to existing practices, the Chief or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations,

the Chief or his designee(s), as a general rule, shall first seek volunteers for overtime assignments from the police department overtime roster in rotation. However, the police department overtime roster will not necessarily be used for work in progress. Also, specific officers may be selected for special assignments based on specific skills, ability and experience they may possess. If the overtime assignment cannot readily be filled from the police department overtime roster, then, pursuant to past practice, the Chief may assign the work to other Department personnel.

Section 6 -Call-Back

Members covered by this Agreement called back to duty after having been relieved of duty, and reporting to the Employer's premises of their normally assigned work station at a specified time, shall be paid a minimum of two (2) hours pay at 1-1/2 times their straight-time hourly rate of pay. Compensation begins when the officer reports for duty.

For purposes of this Section, "call-back" shall be defined as work occasioned by a member of the Police Department being ordered to return to duty after being in the status of off-duty. Call-backs do not include shift adjustments due to changing manpower requirements.

Section 7 -Compensatory Time

(a) Officers who are entitled to overtime pay may elect compensatory time at time and one-half (1-1/2) in lieu of overtime pay. An officer who has accrued compensatory time may make requests for time off in a minimum of ½ day increments, or less subject to the rule of reason and department operating needs. The officer shall provide 24-hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time in hourly increments may be approved when requested for the end of a shift subject to department operating needs. The scheduling of compensatory time off shall be within the discretion of the Police Chief or his designee in accordance with the

practices and procedures in effect on April 30, 2008; provided however, such requests to schedule compensatory time off shall not be denied or withheld arbitrarily. Compensatory time cannot be accumulated beyond eighty (80) hours.

(b) In the event that any court or administrative agency of competent jurisdiction over the Village finds that Section 7(a) above, or the Department's practices or procedures administering Section 7(a), are unlawful and/or unenforceable, the Village may declare Section 7(a) null and void, and the Department's prior compensatory time practices shall be promptly terminated, subject to the Village's obligations under Article XXV, Section 3 below to bargain over a replacement provision, and subject to interest arbitration at the demand of either party in the event that reopened bargaining over a replacement provision for Article IX, Sections 7(a) and 7(b) reaches impasse. In the event that no replacement provision is agreed to or awarded by an arbitrator, officers' comp time banks in existence as of the date of such termination shall be paid out to the affected officers as salary. The Village agrees to bargain with the Council over the timing of such payouts of accrued but unused comp time.

Section 8 -No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE X - SENIORITY

Section 1 -Definition of Seniority

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the LaGrange Park Police Department, calculated from most recent date of hire.

- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Board of Police Commissioners eligibility list.
- C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 2 -Loss of Seniority

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed through the appeals process;
- D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization or notice to the Department; or
- F. The employee does not return to work when recalled from layoff.

Section 3 -Application of Seniority

Seniority shall be considered for the following:

- A. Vacation preference, provided that detectives and officers shall be treated as the same job classification for purposes of vacation selection; and
- B. Layoffs as specified in the Illinois Compiled Statutes.

Section 4 -Layoffs and Recall

Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected

employees and the Council will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Section 5 -Right of Recall

Laid off employees will have recall rights for a period of two (2) years.

Any Officer who has been laid off shall be placed on the appropriate reinstatement list and for up to two (2) years thereafter shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training.

Section 6 -Notice of Recall

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Council, provided that the officer must notify the Police Chief or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Police Chief or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 7 -Seniority List

As soon as practicable after signing of this contract, the Employer will furnish the Council a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Council from that time forth. When changes or

additions to those lists become necessary, the Employer will provide notification to the Council of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Employer of any alleged errors within 30 days, or the information in the list shall be considered forever binding on the employee and the Council.

ARTICLE XI - HOLIDAYS

The Employer agrees to continue in effect its existing policy on Holidays which currently include ten and one-half (10½) days. Patrol officers normally scheduled to work, and detectives ordered by their supervisor to work, shall be paid two and one-half (2½) times their normal hourly rate for all hours worked on a holiday. Officers not working on a holiday will receive eight (8) hours of pay. The holiday list consists of the following: New Year's Day, Presidents' Day, Good Friday (½ day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day and one floating day off subject to work load. A safety day will be awarded if all Village employees receive one.

ARTICLE XII - DRUG TESTING

Section 1 -Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

Section 2 -Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer

premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business:

- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3 -Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisory personnel, must certify their reasonable suspicions concerning the affected Employee prior to any order to submit to the testing authorized herein. The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire.

Section 4 -Order to Submit to Testing

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the Employee shall be conducted without first affording the Employee the right to Labor Council

representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 -Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry

(GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital or facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that a test result below .04 demonstrates that the Employee was under the influence);
- (j) provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

Section 6 -Voluntary Requests for Assistance

The Employer shall take no adverse employment action for drug or alcohol use against an Employee who on one occasion voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment.

An Employee who on one occasion voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. This is a one-time per officer provision. The foregoing is conditioned upon:

- (a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the Employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve months;
- (d) the Employee agrees to submit to random testing during hours of work during this period of “after-care.”
- (e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee’s current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a

direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 7 -Discipline

Employees who do not agree to or who do not act in accordance with the provisions of Section 12.6, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not exercised their option to request assistance on a one-time basis pursuant to Section 12.6, above, or Employees who subsequently test positive for the presence of illegal drugs or alcohol during the hours of work after having complied with the provisions of Section 12.6 shall be subject of discipline, up to and including discharge.

ARTICLE XIII - HEALTH INSURANCE

The Employer's health insurance plan in effect immediately prior to the effective date of this Agreement, or substantially similar replacement plan(s) procured by the Employer, shall remain in effect for the duration of this Agreement. During the term of this Agreement, employees shall contribute to the monthly premium for individual and/or dependent coverage in the following amounts:

<u>Beginning:</u>	<u>Rate:</u>
5/1/15	16%

The Employer shall pay the remaining monthly premium for coverage of the employee and of any eligible dependent who elects to participate under the terms of the Employer's HMO Plan or its successor HMO plan. However, the Employer may in its discretion embark on a cost containment program, which may result in future benefit and/or cost change(s) (except that

employees' premium contributions shall be as provided above), provided that the successor plan shall be substantially similar to the plan in effect immediately prior to the effective date of this Agreement. The Council will be notified before any proposed change(s) in health insurance benefits or plan(s) are implemented.

ARTICLE XIV - EMPLOYEE LIFE INSURANCE

The Employer shall continue to provide life insurance protection for each full time officer covered by this Agreement in an amount equal to one and one-half (1½) times the annual salary of the officer, plus \$6,000 to a maximum coverage of \$150,000.00.

ARTICLE XV - VACATIONS

The Employer agrees to continue in effect its existing policy on the accrual and scheduling of vacations with the following benefit levels:

<u>Years of Service</u>	<u>Hours of Vacation</u>
0 through 6	80
Over 6 through 12	120
Over 12 through 20	160
Over 20 years of service	200

Employees may request single days or partial weeks of vacation during a period when another employee is on vacation. Such requests shall not be unreasonably denied, provided that the operational needs of the Department will determine the granting of additional time off.

ARTICLE XVI - SICK AND PERSONAL LEAVE

The Employer agrees to continue in effect its existing policy on sick leave and personal leave. Sick leave is accrued at the rate of one day per month to a maximum level of one hundred twenty (120) earned days. Pursuant to Village policy, any employee retiring or voluntarily resigning in good standing (e.g., not subject to charges, or investigation of conduct which could lead to the filing of charges, seeking the employee's termination) after twenty (20) years of

service or duty-related disability is entitled to receive payment for twenty-five percent (25%) of accumulated sick leave.

The Employer will pay for the cost of medical certification in the event it requires medical certification from an officer who has been absent less than three consecutive work days.

ARTICLE XVII - BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, employees will be allowed to use a maximum of three work days bereavement leave. Immediate family includes and is limited to: spouse, children, mother, father, guardian, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild or grandparent.

In the event of the death of an employee's relative other than immediate family, employees will be allowed to use one work day of bereavement leave. These relatives are limited to: aunt, uncle, niece or nephew.

Department heads will give favorable consideration to the granting of vacation leave, leave without pay, or compensatory time off for the death of relatives or friends other than those listed above.

ARTICLE XVIII - INJURY LEAVE

Employees shall be compensated for injuries sustained while on duty in accordance with the provisions of state law.

ARTICLE XIX - PENSION PLAN

Pension benefits shall be provided pursuant to the terms of the Downstate Police Pension Plan for employees covered by this Agreement. Retirement shall occur no later than an officer's 62nd birthday.

ARTICLE XX - COURT LEAVE

Section 1 -On Duty

The Employer shall grant leave at the appropriate hourly rate of pay to any officer for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate.

Section 2 -Off Duty

Off-Duty attendance required at field court pursuant to current department policy shall be paid at time and one-half the appropriate hourly rate for actual time worked. A three (3) hour minimum payment shall be provided each officer.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1 -General Statement

This policy shall apply to all bargaining unit employees.

All employees shall have a right to file a grievance.

The term "employee" as used throughout this procedure shall also be understood to include any recognized employee representative or the Council.

The term "employer" as used throughout this procedure refers to the Village of LaGrange Park or its designee.

Section 2 -Purpose

To specify the method by which employees may present grievances and seek redress.

Section 3 -Definition

A grievance is a difference between an employee and/or the Labor Council and the Employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and the Council.

Section 4 -Time Limits

- A. Grievances must be presented by the employee within seven (7) calendar days from occurrence of the event giving rise to the grievance or seven (7) calendar days from the date the event should have been known to the employee, whichever occurs later.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

Section 5 -Procedure

A. Step One

- 1. The employee writes the nature of the grievance and the resolution sought on the grievance form and the specific contract provisions alleged to have been violated and presents the grievance to his/her immediate supervisor.
- 2. Within the seven (7) calendar days after receipt, the Immediate Supervisor may meet with the employee to discuss the grievance.
- 3. Within the seven (7) calendar days after the meeting or written response, the Immediate Supervisor answers the grievance on the grievance form and transmits the answer to the employee.
- 4. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
- 5. If the answer is not satisfactory, the employee may, within the seven (7) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
- 6. Failure to advance the grievance within seven (7) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. Step Two

1. Within seven (7) calendar days after receipt of the Step 1 answer, the grievance may be forwarded to the Chief of Police or his designee stating that the answer given at Step 1 is unsatisfactory.
2. The Chief of Police or his designee shall meet with the grievant within seven (7) calendar days or submit a written decision to the employee within seven (7) calendar days after the meeting.

C. Step Three

1. Within seven (7) calendar days after receipt of the Step 2 meeting or answer, the grievance may be forwarded to the Village Manager or his designee stating that the answer given at Step 2 is unsatisfactory.
2. The Village Manager or his designee will meet with the grievant within seven (7) calendar days and submit a written decision to the employee within seven (7) calendar days after the meeting.

D. Step Four

If the Council is not satisfied with the Step 3 answer, it may within seven (7) days after receipt of the Step 2 answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on the selection of an arbitrator within ten (10) days, the Employer and Council will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators from Illinois, Indiana and Wisconsin in accordance with its rules and procedures for selecting

arbitrators; provided, however, that either party may reject in total for any reason one panel of arbitrators.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically provided for in the Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Council. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for one-half the total cost of producing the record.

Section 6 -Miscellaneous

- A. Only the grievant and/or representatives of the Council may present grievances. Employees may take up grievances through Step 3 either on their own and individually or with representation by the Council. If an employee takes up a grievance without Council representation, any resolution of the grievance shall be consistent with this Agreement and the Council representative shall have the right to be present at such resolution. A grievance relating to all or a substantial

number of employees or to the Council's own interests or rights with the Employer may be initiated at Step 3 by a Council representative.

B. The parties may, by joint agreement, alter any time limits in the procedure.

Section 7 -Appeal of Discipline

No employee covered by this Agreement shall be suspended, relieved of duty, disciplined in any manner, or separated without just cause. The Police Chief or his designee or such other individual as specified by the Employer shall have the authority to suspend or terminate bargaining unit employees. The Union and the Employer hereby abrogate the authority of the Board of Fire and Police Commissioners with respect to such discipline. Suspensions and terminations may be grieved and arbitrated consistent with the grievance procedure set forth within this Agreement.

ARTICLE XXII - COUNCIL STEWARDS

The Employer recognizes the right of the Council to select Council Stewards, and the Council agrees to furnish the Employer, within two (2) weeks of ratification of this Agreement, with the names of the stewards selected by the Council. Stewards are not permitted to conduct Council business during work hours without the permission of the Chief of Police. The Employer agrees to permit a maximum of two (2) Council Stewards to participate in negotiations for a successor bargaining agreement without loss of pay and subject to recall to their duty only in case of an emergency.

ARTICLE XXIII - COUNCIL REPRESENTATIVE

Duly authorized business representatives of the Council will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Chief/Designee(s) in a manner suitable to the Employer and on each occasion

will first secure the prior approval of the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times and with the Employee's consent.

ARTICLE XXIV - LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 1 -Meeting Request

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, shall be mutually agreed upon shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety; or
- D. Notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 2 -Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 3 -Attendance

Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Council representative.

Section 4 -Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Employer and the Council as being defective because of disabling condition unless the disabling condition has been corrected as determined by the Employer.

ARTICLE XXV - MISCELLANEOUS

Section 1 -No Discrimination

The Employer will comply with pertinent federal and state non-discrimination laws. Employees shall seek redress for any alleged violations of said laws only through the appropriate governmental agency and/or the courts.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2 -Bulletin Boards

The Employer will make a bulletin board available for the use of the Council in a non-public location adjacent to the locker area. The Council and Lodge will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided. The Union and/or Lodge shall not be required to have prior approval for Union and/or Lodge business posted on this board that is not an offensive or inflammatory nature.

Section 3 -Partial Invalidity

If any provision of this Agreement is subsequently declared to be unlawful or unenforceable, in whole or in part, by federal or state legislative authority, or by a court of competent jurisdiction and binding authority over the City, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable or modified provision(s) may be the subject of immediate negotiations between the parties upon the written request of either party. Any such dispute involving a mandatory topic of bargaining which arises under this Section 3 and is not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the *Illinois Public Labor Relations Act*.

Section 4 -Residency

Employees shall maintain their primary residence in the State of Illinois.

Section 5 -Indemnification

The Village agrees to indemnify officers in accordance with 65 ILCS 5/1-4-6. The Village's obligation with respect to providing legal counsel to represent an officer sued for action

undertaken in the course of performing his/her job duties is satisfied in full by making available to said officer the services of an attorney designated to handle the case by the Intergovernmental Risk Management Association.

Section 6 -Standard Operating Procedures/Personnel Policies

Notwithstanding any other provision of the Agreement, the Council must be notified five (5) working days in advance of any contemplated change in the Employer's Standard Operating Procedures and/or Personnel Policies or the Rules of the Board of Police Commissioners directly affecting Police Officers.

Section 7 -Exposure to Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

Section 8 -Funeral Expenses

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty. Said payment shall be made within 30 days of the Employee's death.

Section 9 -Examination of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

Section 10 -Off-Duty Details

The Employer shall offer all police officers (excluding the Chief, Deputy Chief and auxiliaries but including sergeants and all other sworn personnel) the opportunity to work on off-

duty details as they become available. The selection process shall be on a rotating basis using an alphabetical listing of eligible personnel. For purposes of the rotation, an officer's unavailability or refusal to work shall count the same as acceptance of an assignment.

ARTICLE XXVI - CLOTHING ALLOWANCE

Section 1 -Patrol Officers

Clothing will be provided pursuant to the Employer's established Quartermaster System. Requests for replacement apparel shall not be unreasonably denied. All rules and regulations governing the procurement and use of uniforms and equipment are subject to periodic review and modification by the Employer. Employees shall not be required to turn in used uniform apparel until replacement items are available.

Section 2 -Detectives

The Employer shall provide an annual clothing allowance of six hundred dollars (\$600.00) to detectives. Said clothing allowance is to be paid each fiscal year by means of a separate check.

ARTICLE XXVII - EDUCATIONAL INCENTIVE

Subject to the availability of funding in the approved Village budget, the Employer will reimburse officers for courses, seminars and programs constituting the officer's training or educational program that are work-related in nature. Each officer is eligible to receive up to \$2,000 annually for tuition and books. Coursework subject to reimbursement must be pre-approved and the officer must maintain at least a C average in the course.

ARTICLE XXVIII - PRINTING AND SUPPLYING AGREEMENT

This Agreement shall be printed and supplied to each officer by the Employer within two (2) weeks of ratification, at no cost to the officer or Council. The Employer shall provide ten (10) additional copies to the Council.

ARTICLE XXIX - ABSENTEEISM

Section 1 -Call-In Obligation

Officers unable to work for any reason, except for emergencies, must notify the Shift Commander at the earliest possible time, but not less than one (1) hour before scheduled duty time. Failure to provide timely notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any officer.

Section 2 -Excessive Absenteeism

The Village intends to enforce a policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of discipline.

Section 3 -Proof of Illness

The Employer may require an officer to produce a medical certificate upon his/her return to work after any absence of three (3) or more days that is due to illness or other physical incapacity. The medical certificate shall state the medical reasons for the absence in question; and, further, it shall affirm the officer's current ability to fully perform the duties of his/her position.

ARTICLE XXX - SUSPENSION, DISCIPLINE AND DISCHARGE

No officer, other than a probationary officer, shall be disciplined or discharged without just cause. Any such actions must be in compliance with Illinois Compiled Statutes, 50 ILCS 725/1.

to compensation and/or overtime which might otherwise arise from working a traded shift.

5. The Union expressly acknowledges that nothing contained in this Article shall diminish the Chief of Police's contractual authority to deny requests for shift exchanges, in the event that the Chief, in his discretion, determines that the grant of such requests could interfere with the operation of the Police Department.

The exchange of a shift cycle between officers may be permitted by the Chief in extraordinary, limited circumstances, when such schedule change does not in any manner interfere with the overall operation of the Police Department.

ARTICLE XXXII - WAGE RATES

POLICE OFFICERS

Pay Steps	Wage Rates		
	5/1/2015	5/1/2016	5/1/2017
Start	62,577	63,985	65,585
1 year	65,748	67,228	68,909
2 year	69,077	70,632	72,398
3 year	72,572	74,205	76,061
4 year	76,247	77,963	79,913
5 year	80,106	81,909	83,957
6 year	84,161	86,055	88,207
7 year	86,788	88,741	90,960

Upon ratification of this Agreement the rate of pay for positions in the Village of LaGrange Park Police Department covered by this Agreement, paid in bi-weekly installments, shall be as designated in the above table of pay.

Salary adjustment within established ranges shall not be automatic but shall be dependent upon each officer's favorable completion of the annual performance review process measuring his/her ability, performance, attitude, willingness and cooperation. An employee placed in the top Pay Step may not be removed from that Step due to poor performance.

All employees' performance and salaries will be reviewed annually by the Village Manager and his department heads. This review will be made on or before the employee's employment, or anniversary date.

ARTICLE XXXIII - IMPASSE RESOLUTION

The resolution of any bargaining impasse over mandatory bargaining topics shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 3/5/1 *et seq.*), or as it may otherwise be mutually agreed.

ARTICLE XXXIV - DURATION

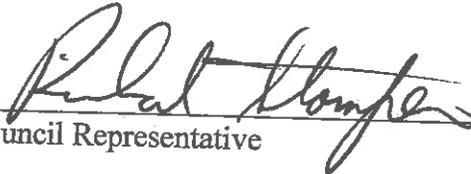
Upon ratification this Agreement shall be in effect from the 1st day of May, 2015, through the 30th day of April 2018, and from year to year thereafter unless written notice is given by either party to the other not less than ninety (90) days nor more than one hundred twenty (120) days prior to April 30, 2018, or the same date of any subsequent year, requesting that this Agreement be amended.

[SIGNATURE PAGE TO FOLLOW]

Signed and entered into this 14th day of July, 2015.

FRATERNAL ORDER OF POLICE
LABOR COUNCIL

VILLAGE OF LAGRANGE PARK



Council Representative

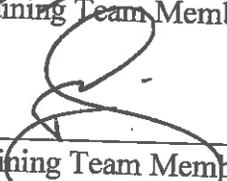
President



Bargaining Team Member



Village Manager



Bargaining Team Member

Chief of Police



Bargaining Team Member

Building & Zoning Committee

**Jamie Zaura, Chairman
Scott Mesick
James Kucera**

Village Board Agenda Memo

Date: July 14, 2015

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager 

Julia Cedillo, Village Manager 

RE: Zoning Application No. 2015-04: 1209 W. Ogden Avenue – Nazareth Academy

GENERAL BACKGROUND

On May 19, 2015, the Zoning Board of Appeals (ZBA) conducted a public hearing to consider Zoning Application No. 2015-04, filed by Nazareth Academy, for a variation from Section 12.3.C.1.b of the Zoning Code to permit the installation of two (2) light poles to be installed up to seventy feet (70') in height and two light poles to be installed up to eighty feet (80') in height on the existing football field.

The ZBA accepted testimony and evidence into the record. Upon closing the public hearing the ZBA postponed deliberation on the Application until May 27, 2015 due to how late the meeting went. On May 27th, the ZBA accepted additional public comment regarding the application (this occurred during the "Public Comment" portion of the meeting, as the public hearing had previously been closed).

Upon conclusion of the testimony, public comment and discussion, the ZBA determined that the application met the standards for a variation and recommended that the Village Board grant the requested variation, subject to the following eleven conditions:

- a. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in La Grange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in La Grange) (both areas collectively referred to as the "Affected Area") of regularly scheduled home football games by August 1st of each school year and at least 30 days prior to each other planned event that might extend beyond 9:00 p.m.; and
- b. That the applicant be required to request relief from the Village's nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- c. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and

- d. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- e. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide such signage directing patrons to those areas as is approved by the La Grange Park Police Department; and
- f. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- g. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- h. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- i. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and to remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- j. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- k. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction so that sound transmission to surrounding areas is minimized.

A Note About Process: The Zoning Code allows for the installation of light poles for outdoor recreational facilities up to sixty feet (60') in height subject only to site plan review. The Applicant applied for site plan review in conjunction with their application for a variation. On May 27, 2015, the ZBA granted site plan approval for the light poles subject to the condition that the Village Board approve the requested variation and subject to the eleven additional conditions noted above. Should the Village Board deny the Applicant's variation request, the site plan approval on all conditions attached to the approval, become null and void. The Applicant may then re-apply for site plan review to install light poles that comply with the Village Code (sixty feet in height). As part of the consideration of the request, the ZBA may attach conditions to the site

plan approval if granted. However, since the ZBA has the final authority over site plan review, this request would not be forwarded to the Village Board for consideration.

MOTION/ACTION REQUESTED:

This item is for both Discussion and Action.

Motion to Approve an Ordinance Granting Certain Variations for 1209 W. Ogden Avenue – Nazareth Academy (Public Hearing No. 2015-04)

RECOMMENDATION:

The ZBA, on a vote of 4 “AYES” and 0 “NAYS” has recommended that the zoning application be approved subject to the above stated conditions.

DOCUMENTATION:

- Minutes of the May 19, 2015 ZBA Meeting
- Minutes of the May 27, 2015 ZBA Meeting
- Transcript of the Public Hearing for Zoning Application No. 2015-04
- Findings of Fact
- Ordinance Granting Certain Variations for 1209 W. Ogden Avenue – Nazareth Academy
- Letter from Jeff Kilrea dated May 26, 2015
- Letter from Sharion Ariola dated June 25, 2015
- Letter from Carolyn & Terence Mahoney dated June 26, 2015
- Zoning Application (previously distributed)

**MINUTES
ZONING BOARD OF APPEALS
VILLAGE OF LA GRANGE PARK
May 19, 2015
Village Hall
447 N. Catherine Avenue
La Grange Park, Illinois
7:00 P.M.**

1. Convene Meeting

Chairman Boyd called the meeting to order at 7:00 p.m. on Tuesday, May 19, 2015, in the Board Room of the Village Hall, 447 N. Catherine Avenue, La Grange Park, Illinois. Chairman Boyd went over the procedure and process in the Zoning Code.

Committee Members Present: Eric Boyd- Chairman
Caroline Domagalski
Jim Lee
Christopher Studwell

Committee Members Absent: Anthony Griffin
William Lampert

Also Present: Village Manager Julia Cedillo
Assistant Village Manager Emily Rodman
Village Clerk Amanda Seidel
Village Attorney Cathy Keating
Police Chief Ed Rompa
Fire Chief Dean Maggos
Village Engineer Paul Flood

2. Public Comment

ZBA Member Domagalski made a motion to limit public comment to 3 minutes. The motion was seconded by ZBA Member Studwell and passed unanimously by voice vote. Kevin Baldwin Attorney for Edgewood residents requested additional conditions: require the access road be one way, prohibiting bus idling, storm water management plan be submitted and approved, 5 shade trees dense in nature and height. Mike Dolinski of 417 N. Edgewood mentioned making the gate across the pedestrian access more permanent. Carolyn Mahoney of 410 N. Edgewood asked that the trailers from the back of the property be removed. Mike Corrigan of 344 N. Edgewood expressed his concern of: view, noise, fumes, and traffic. John McCormack of 338 N. Edgewood mentioned the idling buses, attention to landscaping, and why weren't resident notified sooner. Dennis Moran of Nazareth clarified some concerns mentioning buses will be moved from the east side and storage will be removed.

3.Approval of Minutes-April 21, 2015

Chairman Boyd said the first item was the approval of the minutes from the April 21, 2015 meeting. *ZBA Member Domagalski said "I move to approve the minutes of the April 21, 2015 Zoning Board of Appeals Meeting." ZBA Member Studwell seconded the motion. The motion to approve passed unanimously on a voice vote.*

4. Public Hearing 2015-03 to consider an Application for Variations to Allow the Installation of Permanent Field Lighting-1209 W. Ogden Avenue-Nazareth Academy.

Chairman Boyd moved on to the next item and convened the public hearing at 7:05pm and introduced the matter. He incorporated the legal notice into the record of the hearing, summarized the request, and asked that all those in attendance wishing to testify rise and be sworn in. The court reporter administered the oath to those wishing to testify and transcribed the public hearing proceedings verbatim.

When there were no further questions or testimony to be presented, *there was a motion to close the public hearing by Member Domagalski. The motion was seconded by Member Studwell and passed unanimously by voice vote.* The public hearing closed at 9:10pm.

Discussion began by the Zoning Board of Appeals regarding the concerns raised by resident's and the issue of enforcement and being a good neighbor. Discussion moved to restricting the pedestrian access. Discussion moved to the responsibility of Nazareth to residents in regards to parking. Discussion moved to timing of games, moving speakers, limiting the pedestrian access, and applying conditions to all night events. Discussion moved to the conditions subject to the motion which are the same as discussed and agreed upon for the Site Plan Review-Permanent Lighting (see below).

5. Consideration of an Application for Site Plan Review- Nazareth Academy Building Addition- 1209 W. Ogden Avenue- Nazareth Academy.

Chairman Boyd moved on to the next item. James Vasselli summarized the plans for the building addition and Dennis Moran discussed the need and reasons due to the growing enrollment and the need for a practice space for the athletes. Kristy Cubas the architect discussed the berm and landscaping to accommodate the zoning code. The timeframe and traffic control was discussed. Nazareth reiterated that they are in agreement with the conditions that the Village of LaGrange Park had currently presented. Sister Pat expressed her support/endorsement for the project. Assistant Village Manager Rodman clarified some concerns mentioning the access road will be restricted to one way due to meeting the requirements of the zoning code and Nazareth will be responsible for providing signage. Assistant Village Manager Rodman also clarified the landscaping ordinance. Discussion moved to the conditions subject to the motion including changing "their" to "its" in Item B., adding "northbound" traffic to Item

G., and add "and appropriate signage be posted in the area" be added to the end to the end of Item H.

6. Consideration of an Application for Site Plan Review-Permanent Lighting for an Outdoor Recreational Facility- 1209 W. Ogden Avenue- Nazareth Academy.

Discussion began over the conditions subject to the motion. Item B.- it was discussed to remove "at the beginning" "school" and add "by August 1st". Item C.- it was discussed to add "football" for "first home football game:". Item D.- it was discussed to add "for each home football game" at the end of the sentence. Item F- it was discussed to add "and any other planned event utilizing lights in the stadium that may be extend beyond 9:00pm, and to provide signage directing patrons to those areas" at the end of the sentence. Item H.- it was discussed to add lock the gate "by 4:00 pm on the day of" and add "and provide with temporary signage prohibiting pedestrian access during night football games" at the end of the sentence. Item K.- it was discussed to add "other than specifically approved by the Village Board pursuant to a granted exception from nuisance regulations". Item I. -it was discussed to change football field to "stadium", remove "downward", and add "to minimize sound transmission to surrounding areas" to the end of the sentence.

7. Adjournment

Assistant Village Manager Rodman discussed the buffer yard requirements and how 5 trees are being removed and replaced with 11 trees; she discussed shade trees versus ornamental trees to eliminate the conflict with the utility lines. Dennis Moran ended the discussion by discussing the safety issues and the need to keep kids off Ogden Ave. and from jumping the fence and discussed the pedestrian access gate on Richmond. At 10:35 Chairman Boyd asked for a 5 minute break. At the end of the break the Zoning Board of Appeals decided to reconvene the meeting for further discussion at a later time.

The motion to adjourn and reconvene on May 27th at 7pm was made by Member Domagalski and seconded by Member Lee. The motion to adjourn passed unanimously on a voice vote. With no further business to come before the Committee, Chairman Boyd declared the meeting adjourned at 10:45 p.m.

Respectfully Submitted



Amanda G. Seidel
Village Clerk

**MINUTES
ZONING BOARD OF APPEALS
VILLAGE OF LA GRANGE PARK
May 27, 2015
Village Hall
447 N. Catherine Avenue
La Grange Park, Illinois
7:00 P.M.**

1. Convene Meeting

Chairman Boyd reconvened the meeting of May 19th to order at 7:00 p.m. on Wednesday, May 27, 2015, in the Board Room of the Village Hall, 447 N. Catherine Avenue, La Grange Park, Illinois.

Committee Members Present: Eric Boyd- Chairman
 Caroline Domagalski
 Jim Lee
 Christopher Studwell

Committee Members Absent: Anthony Griffin
 William Lampert

Also Present: Village Manager Julia Cedillo
 Assistant Village Manager Emily Rodman
 Village Clerk Amanda Seidel
 Village Attorney Cathy Keating
 Police Chief Ed Rompa
 Fire Chief Dean Maggos
 Village Engineer Paul Flood

2. Public Comment

ZBA Member Domagalski mad a motion to limit public comment to 5 minutes The motion was seconded by ZBA Member Studwell and passed unanimously by voice vote. Bill Clark of 416 N. Edgewood spoke regarding his concerns for portable lavatories during construction, noise, kids jumping the fence, trash not handled as indicated, enforcement provisions and recourse of violations. Marc Zavaghin of 347 Malden discussed how he was a resident near LT and discussed when the LT lights were installed and how lights brought the community together and how Nazareth students and community are respectful to the neighbors. Steve Thunander of 411 N. Park expressed his support how lights are an opportunity for the student athlete. Tim Strudeman of 132 N. Peck in LaGrange said he supports the lights but is concerns that LaGrange residents deserve the same consideration and treatment as LaGrange Park residents in regards to parking and follow-up patrol and activity with police presence. Chuck Joern of 550 N. Edgewood discussed expansion of use with permanent lights and the ramification and effects including; traffic and sound as well as implementing conditions and limitations of use to balance rights of Nazareth and neighbors. Rebecca

Ross of 314 N. Edgewood expressed concern with the landscape plan, idling of buses, the buffer between the homes and access road and how to limit noise and pollution to the neighbors. John McCormack of 338 N. Edgewood mentioned his concern with enforcement and his concerned that Nazareth didn't notify resident sooner. Dan Gustafson of 624 Courtland Circle in Western Springs the Chairman of the Board of Director for Nazareth clarified some of the residents' concerns and mentioned how he had never received any complaint letters from the neighbors, he also spoke to their process of a capitol campaign and how he would be open to a neighbor's group. Chuck Edwards of 354 Malden stated there is no comparison between LT and Nazareth. Chris Rodgers of 338 Dover expressed his opposition. Lisa Walsh of 340 N. Malden expressed her concern with excess of sports need a guarantee from Nazareth. Mike Dolinski of 417 N. Edgewood mentioned his concern with parking, the pedestrian gate, and the speakers. Chelsea Ross of 314 N. Edgewood expressed her concern that the plans were not communicated to the neighbors. Aldo Marin of 408 N. Park expressed concerns of parking and increased traffic. Deborah Tracy the Principal of Nazareth expressed her support for the project and how their good students who do so much for the community deserve a well-rounded experience.

3. Continued consideration of an Application for Site Plan Review- Nazareth Academy Building Addition- 1209 W. Ogden Avenue- Nazareth Academy.

Discussion began over the reason for moving the access road east, the architect clarified with width of the exit stairs to fit standards of dimensions for gymnasium according to the minimum requirement for high schools as well as for ADA requirements. Discussion moved to making sure the access drive can accommodate emergency vehicles. Discussion moved to lighting on the building. Discussion moved to construction traffic and enforcement which was clarified by Chief Maggos regarding the required signage on the property. Chief Maggos also clarified that all emergency vehicles and the access road clarifying that the ladder truck will be tight. Discussion moved to clarification of garbage pickup. Nazareth clarified their weekly landscaping plans and maintenance. Discussion moved to the trash enclosure. Discussion moved to volume control area and storm water management. The project Architect clarified the façade of the new building, windows, landscaping, and storm water management. Engineer Paul Flood clarified the water reclamation district requirements as well as LaGrange and LaGrange Park.

The motion to approve the Site Plan for Nazareth Academy in accordance with the following plans and subject to the following conditions as amended was made by Member Lee and seconded by Member Domagalski. The motion passed unanimously on a roll call vote.

Motion to approve the Site Plan for Nazareth Academy in accordance with the following plans:

1. Nazareth Academy Classroom & Athletic Building Addition, prepared by Solomon Cordwell Buenz, identified as project no. 2013040, consisting of fourteen (14) pages, dated April 28, 2015.
2. Nazareth Academy Classroom & Athletic Building Addition Overall Site Plan, prepared by Solomon Cordwell Buenz, identified as project no. 2013040, consisting of one (1) sheet A1.00, dated March 13, 2015.

And subject to the following conditions:

- a. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- b. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and remained locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- c. That the five required ornamental trees be planted in the required buffer yard; and
- d. That seven existing classrooms be decommissioned for use prior to August 1, 2018; and
- e. That should enrollment exceed 840 students, that additional parking be provided in accordance with the Zoning Code Parking Requirements; and
- f. That all required permits from outside agencies, including but not limited to, Cook County and the Metropolitan Water Reclamation District, be secured prior to issuance of a building permit for the project; and
- g. That the east portion of the access road be restricted to one way traffic northbound only and that appropriate signage be posted in the area; and
- h. That buses shall not be parked or allowed to idle in the access roadway or in the parking areas within 50 feet of the adjacent residential properties; and
- i. That no outdoor storage be permitted on the site unless specifically allowed under the Zoning Code.

4. Continued consideration of an Application for Variations to Allow the Installation of Permanent Field Lighting-1209 W. Ogden Avenue-Nazareth Academy.

Discussion began over the concerns of the neighbors and residents. Assistant Village Manager Rodman, Chief Maggos, and Attorney Keating clarified code enforcement, property maintenance, and the nuisance regulation.

The motion to recommend approval to the Village Board of a variation from Section 12.3.C.1.b of the Zoning Code for Nazareth Academy in order to allow the installation of two permanent light poles 80' in height and two permanent light poles 80' in height and two permanent light poles 70' in height subject to the following plans and subject to the following conditions was made by Member Domagalski and seconded by Member Studwell. The motion passed unanimously on a voice vote.

Motion to recommend approval to the Village Board of a variation from Section 12.3.C.1.b of the Zoning Code for Nazareth Academy in order to allow the installation of two permanent light poles 80' in height and two permanent light poles 70' in height subject to the following plans:

1. Nazareth Academy Field Lighting Improvements, as prepared by Solomon Cordwell Buenz, identified as Project No. 2013040, consisting of one (1) sheet, dated March 13, 2014.
2. Illumination Summary, prepared by Musco Lighting, identified as File no. 144977FBR1, consisting of three (3) sheets and dated April 14, 2015.

And subject to the following conditions:

- a. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in LaGrange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in LaGrange) (both areas collectively referred to as the "Affected Area") of regularly scheduled home football games by August 1st of each school year and of any other planned events that might extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- b. That the applicant be required to request relief from the Village's nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- c. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and
- d. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- e. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide signage directing patrons to those areas (as determined by the La Grange Park Police Department); and
- f. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- g. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- h. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- i. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and remained locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and

- j. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- k. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction to minimize sound transmission to surrounding areas.

5. Continued consideration of an Application for Site Plan Review-Permanent Lighting for an Outdoor Recreational Facility- 1209 W. Ogden Avenue- Nazareth Academy.

Discussion continued on the Board process, turnaround time for approval and notice, and next steps

The motion to approve the Site Plan for Nazareth Academy Field Lighting, in accordance with the following plans and subject to the following conditions was made by Member Domagalski and seconded by Member Studwell and passed unanimously by voice.

Motion to approve the Site Plan for Nazareth Academy Field Lighting, in accordance with the following plans:

1. Nazareth Academy Field Lighting Improvements, as prepared by Solomon Cordwell Buenz, identified as Project No. 2013040, consisting of one (1) sheet, dated March 13, 2014.
2. Illumination Summary, prepared by Musco Lighting, identified as File no. 144977FBR1, consisting of three (3) sheets and dated April 14, 2015.

And subject to the following conditions:

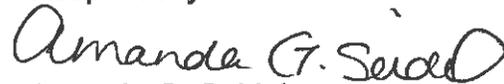
- a. That the Zoning Board of Appeals site plan approval is conditioned upon approval by the Board of Trustees of the Village of La Grange Park of the variation requested by applicant.
- b. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in LaGrange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in LaGrange) (both areas collectively referred to as the "Affected Area") of regularly scheduled home football games by August 1st of each school year and of any other planned events that might extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- c. That the applicant be required to request relief from the Village's nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- d. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and

- e. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- f. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide signage directing patrons to those areas (as determined by the La Grange Park Police Department); and
- g. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- h. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- i. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- j. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and remained locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- k. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- l. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction to minimize sound transmission to surrounding areas.

6. Adjournment

When there was no further discussion Chairman Boyd asked for a motion to adjourn. *The motion to adjourn was made by Member Domagalski and seconded by Member Studwell. The motion to adjourn passed unanimously on a voice vote.* With no further business to come before the Committee, Chairman Boyd declared the meeting adjourned at 9:20 p.m.

Respectfully Submitted



Amanda G. Seidel
Village Clerk

BEFORE THE VILLAGE OF LAGRANGE PARK
ZONING BOARD OF APPEALS

IN RE THE MATTER OF:)
) Petition
Petition for Variations to Allow) #2015-03
The Installation of Permanent)
Field Lighting - 1209 West Ogden)
Avenue - Nazareth Academy)

ZONING BOARD OF APPEALS HEARING

May 19, 2015

Seven o'clock P.M.

PROCEEDINGS HAD and testimony taken before
the VILLAGE OF LA GRANGE PARK ZONING BOARD OF
APPEALS, taken at the LaGrange Park Village Hall,
447 North Catherine, LaGrange Park, Illinois,
before Marlane K. Marshall, C.S.R., License
#084-001134, a Notary Public qualified and
commissioned for the State of Illinois.

1 BOARD MEMBERS PRESENT:

2 MR. ERIC BOYD, Chairman
3 MS. CAROLINE DOMAGALSKI, Member
4 MR. JIM LEE, Member
5 MR. CHRISTOPHER STUDWELL, Member
6

7 ALSO PRESENT:

8 MS. JULIA A. CEDILLO, Village Manager
9 MS. EMILY RODMAN, Assistant Village
Manager

10 MS. AMANDA G. SEIDEL, Village Clerk

11 MS. CATHLEEN M. KEATING, Village
12 Attorney.

13 CHIEF DEAN J. MAGGOS, Director of
Building and Fire

14 CHIEF EDWARD ROMPA, Police Chief

15 MR. PAUL E. FLOOD, Hancock Engineering

16
17
18 PRESENT FOR THE PETITIONER:

19 DEL GALDO LAW GROUP, LLC, by
20 MR. JAMES M. VASSELLI and
MR. KURT S. ASPROOTH
1441 South Harlem Avenue
Berwyn, Illinois 60402

21 MR. RYAN MARSH and
22 MR. DAVID MILLER,
Musco Lighting

23 MS. KRISITY CUBAS,
24 Solomon, Cordwell, Buenz

1 PRESENT FOR THE PETITIONER: (continued)

2 MR. JOHN C. HOEFFERLE,
3 Hoeffferle-Butler Engineering, Inc.

4 MR. PATRICK EASTERDAY,
5 Walsh Construction

6 MR. DENNIS MORAN, President, Nazareth
7 Academy

8 MS. DEBORAH TRACY, Principal, Nazareth
9 Academy

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1 CHAIRMAN BOYD: So next we're going to proceed
2 to the public hearing with respect to the Nazareth
3 variance proceeding. We're going to do things a
4 little bit differently. As I said before, there
5 isn't a public comment or public hearing process for
6 the site plan review, but we're going to have Nazareth
7 talk about the site plan issues with respect to the
8 light poles at the same time they talk about the
9 variance for the light poles. That way members of
10 the audience, public, can provide comment on both
11 and be part of the public process. As you can see
12 our court reporter has started taking things down
13 because our public hearing process has begun.

14 So the first thing we'll do is ask everyone
15 who plans to give testimony in the public hearing
16 process to stand and to be sworn in. Because as I
17 said, everyone who is going to provide testimony
18 must be sworn in and it'll be part of the official
19 record. So if you plan to be providing testimony
20 tonight please stand up. Even if you don't think
21 you're going to make a comment right now I ask you
22 to stand up if you think there's a chance you will
23 provide testimony later on.

24 (Whereupon the witnesses were duly

1 sworn by the Notary.)

2 CHAIRMAN BOYD: So what's going to happen next
3 is that the applicant will be able to present its
4 case-in-chief and provide information as you will
5 see through the testimony and exhibits. Then we're
6 going to have the staff make a presentation. Members
7 of the audience will be allowed to ask questions,
8 the board of appeals will also ask staff and the
9 applicant questions, and then when we aren't taking
10 any further testimony, we think we have come to the
11 end, we will call for a motion to close the public
12 hearing and the court reporter thereafter will not
13 take any more testimony. It'll be the record on
14 which we make our decision.

15 Okay. Oh, that's right. Because we have
16 so many people here tonight and because our process
17 for public hearing is so specific, I would like to
18 ask for a motion from someone on the board to limit
19 the time for public testimony to three minutes. Now,
20 we can change that if we have to, but what we don't
21 want to have happen is someone stand up for fifteen
22 or twenty minutes and we run out of time and people
23 won't be able to talk. This way if everybody wants
24 to talk they'll have a chance to talk. Obviously

1 the applicant will have more than three minutes.

2 MS. DOMAGALSKI: I would like to make a motion
3 to limit the time for speakers to three minutes.

4 CHAIRMAN BOYD: A second?

5 MR. STUDWELL: Second.

6 CHAIRMAN BOYD: Any discussion? All in favor?

7 (A voice vote was taken.)

8 CHAIRMAN BOYD: Okay. That passes.

9 Now we turn to the applicant. And I think
10 that's Mr. Vasselli.

11

12 J A M E S M. V A S S E L L I,
13 having been first duly sworn, testified as follows:

14 It is. Good evening, Mr. Chairman,
15 ladies and gentlemen of the board, counsel. We are
16 here for Nazareth Academy. And as stated eloquently
17 by the Chair, eventually we will get to three
18 approvals, a site plan approval for a building
19 addition, a site plan approval for stadium lighting,
20 and a variance which is why we're here and the
21 presentation is prepared before you tonight.

22 The Nazareth Academy team. Myself, James
23 Vasselli. I am a partner at the Del Galdo Law Group.
24 My senior associate, Kurt Asprooth, is sitting over

1 there, and he will be working the Power Point
2 presentation tonight. Dennis Moran, the president
3 of Nazareth Academy. Sr. Pat Bergen, Congregation
4 of St. Joseph's, the landlord, with approval by whom
5 we're coming here tonight. Deborah Tracy, the
6 principal of Nazareth Academy. Kristy Cubas,
7 architect, Solomon, Cordwell, Buenz. John Hoefflerle,
8 our engineer, Hoefflerle-Butler Engineering. Pat
9 Easterday, project manager, Walsh Construction.
10 David Miller, field sales rep, Musco Lighting; and
11 Ryan Marsh, project engineer, Musco Lighting.

12 By way of background -- and this is
13 applicable, Madam Court Reporter, to all the presen-
14 tation -- the subject property is at 1209 West Ogden
15 Avenue. It is zoned institutional. The use is
16 secondary educational institution. This has been
17 the home of Nazareth Academy since 1974, and there
18 are literally hundreds of alumni in the area. I
19 believe there's between 170 and two hundred some
20 alumni in the Village of LaGrange Park alone.

21 What we're here right now regarding is
22 regarding stadium lighting. There is a two-part
23 process to this stadium lighting process. Right now
24 we're talking about the variance, but as the Chair

1 eloquently stated we will be talking about a site
2 plan review after we talk about the variance factors
3 in consideration for the stadium lighting.

4 The height of the lights for the stadium
5 is controlled by Section 12.3.C.1.b of the zoning
6 code of the Village of LaGrange Park. And that
7 states -- it's stated up there for you and for the
8 board, "Light poles for educational facilities or
9 that light public outdoor public recreational facili-
10 ties shall not exceed 60 feet in height." That means
11 with a site plan approval Nazareth Academy could put
12 in lights that are 60 feet in height. Why we are
13 here tonight with regard to the variance is because
14 we want them to be a little bit taller.

15 What are we asking for? There will be a
16 total of four light poles, two on the eastern portion
17 of the stadium and two on the western portion of the
18 stadium. On the eastern portion we are asking for a
19 10-foot height variance for two light poles for a
20 total of 70 feet, and on the western portion a 20-
21 foot height variation for the two light poles on the
22 western side. It's important for two reasons. This
23 reduces light spillage against neighbors or upon
24 neighbors, and it creates a safer playing field for

1 the student athletes. Also what's not up there is
2 it creates better lighting for the grandstands
3 especially with regards to the western grandstands
4 which I believe are home field grandstands in general.

5 I would ask the representative of Musco
6 Lighting to -- I am not a lighting expert. I have
7 learned more about lighting in the last two weeks
8 than I thought I would ever have known in my entire
9 life. I would ask the people from Musco to come up
10 and talk about why the 70 and 80 feet height variance
11 that we're seeking is so important.

12 CHAIRMAN BOYD: State your name when you come
13 up.

14
15 R Y A N M A R S H ,
16 having been first duly sworn, testified as follows:

17 Ryan Marsh with Musco Lighting, project
18 engineer, lighting certified. Been a lighting
19 designer at Musco for over seventeen years.

20 The slide you see up on the screen is
21 demonstrating the difference between an 80-foot
22 mounting height and a 60-foot mounting height. There
23 are two -- The lines coming off of the pole aimed
24 towards the goalpost are aimed approximately toward

1 the center of the field. It is showing how the
2 aiming angle of the two fixtures is different. The
3 upper line coming off of each fixture represents the
4 upper limit of the glare at 10,000 candela. So with
5 the 80-foot pole that 10,000 candela stops before the
6 property line. And you are not going to see -- If
7 you are on the property line you would see less than
8 10,000 candela off of each fixture.

9 The 60-foot mounting height is shaded in
10 yellow. Everything above that the aiming angle of
11 the fixture is going out to -- at approximately
12 where the residential properties are up to 30 feet
13 in height that you would see 10,000 candela or more.
14 So by having the taller light poles and the shielded
15 fixtures, more of the light is directed onto the
16 field and less of the light is directed off of the
17 field.

18 This is just a sample of the fixture, how
19 it's mounted to the pole, the shielding, the lamp in
20 the fixture.

21 MR. VASSELLI: Thank you, Ed. As stated -- As
22 our expert stated, the lighting at 70 and 80 feet is
23 better for the neighboring community than the standard
24 permitted lighting at 60 feet as is the standard.

1 Variation standards. Your code provides
2 and it's generally recognized three standards that
3 people look at on whether granting a variation such
4 as this: The essential character of the locality,
5 is there an undue hardship and the unique circumstances
6 at issue.

7 The first and I would say the most important
8 is the essential character of the locality, and
9 basically summing that up does it fit. Does this
10 proposed use fit within this proposed location of it.
11 Is it appropriate to vary these standards because
12 this works with the surrounding area. And I purport
13 that it does. And I feel strongly that it does. This
14 is a high school campus, a high school campus with a
15 football stadium, a soccer stadium and athletic
16 department. It's been a high school campus since 1974.
17 There are also hundreds of area alumni. This is
18 part of the community. The existing stadium is used
19 for sporting games and has been for an extended
20 period of time. To increase this height, which is
21 why we're here, by 10 and 20 feet respectively only
22 helps out the community. It shows as we have
23 evidenced before that we are, in fact, good neighbors.
24 We want this to be better for the neighbors; hence,

1 we are spending the additional funds, taking the
2 additional time of putting on this public hearing to
3 get those extra 10 and 20 feet respectively to ensure
4 a better field for our student athletes or for our
5 visitors, and a better stadium for the neighboring
6 community.

7 Undue hardship. Does the denial or would
8 the denial of this variance create an undue hardship
9 upon the applicant. And again I would purport that
10 it does. First of all we are the only school in our
11 conference that does not have permanent standing
12 lights. Almost all high schools in the State of
13 Illinois have permanent standing lights. This helps
14 our recruiting efforts. It creates a safer playing
15 field for students while limiting glare. And again
16 that goes back to the size. The 60-foot size would
17 create more glare and would be a less safe playing
18 field for student athletes. The stadium sits dormant
19 at night. There is an inability to fully use the
20 stadium because of lack of permanent lighting. Of
21 course based on all these there is a hardship upon
22 Nazareth that its other competing schools or conference
23 schools do not experience because of the lack of
24 permanent lighting.

1 Is this a unique circumstance meriting a
2 variation? Again I would purport that it is. It is
3 an existing stadium. That in and of itself creates
4 a uniqueness to it. All real estate -- Any real
5 estate or site is unique in and of its own experience.
6 This is in a location next to a neighborhood. The
7 additional light poles and why we are seeking this
8 variance is unique because the additional height
9 creates less light for neighbors making it safer for
10 people to use the grandstands because of the additional
11 height -- and maybe Musco can come back and explain
12 that when I am done with this slide -- with the
13 additional height, and it creates a safe playing
14 field for student athletes. A good high school punter
15 can get a punt over 60 feet when the lights are low.
16 They would lose the ball in those lights, but 70-,
17 80-foot lights would guard against that. Also night
18 games, quite frankly, create a cooler environment
19 for both patrons and visitors and student athletes
20 themselves increasing the health and the opportunity
21 for student athletes to play well and, quite frankly,
22 perform better and be healthier.

23 If Musco could explain why the grandstands
24 and the lighting in the grandstands could be better

1 with the height, that would be great.

2 MR. MARSH: The previous slide that you viewed
3 was focusing more on the light spill to the neighbors,
4 the glare that would be seen by the neighboring
5 properties if the poles were 60 feet in height. It's
6 just -- To flip it around and now if you are a
7 spectator sitting in the stands, you're going to
8 experience that glare in your face if you try and
9 watch. You may be able to focus on the field or the
10 sidelines, but as soon as, say, a pass is thrown, a
11 ball is punted, a kick-off is done and that ball
12 goes up in the air, then you are looking right up
13 into the lights and you are going to experience the
14 glare as well. So it helps additionally with the
15 spectators having an enjoyable experience being able
16 to see the game.

17 MR. VASSELLI: Thank you. Another basis for
18 land use controls in any municipality is the compre-
19 hensive plan. Complying with the comprehensive plan
20 is an important goal for a municipality with zoning
21 actions. Your comprehensive plan specifically states
22 it is to encourage the enhanced use of the open
23 spaces associated with schools through redesign
24 and/or expansion. Clearly this is both a redesign

1 and expansion to create an enhanced use of the
2 stadium. This comports with your comprehensive plan.

3 We have proactively addressed some questions
4 and comments that have been raised with regards to
5 this. The stadium capacity is 1400 people. It is
6 my understanding and I was not in attendance but
7 there was a November, 2014 playoff game which I think
8 was on the route to Nazareth winning the high school
9 state championship. At that game which was the first
10 of its kind where there was temporary lighting Nazareth
11 experienced what it believed will be the highest
12 attendance at any football game that it will ever
13 have. You will never have a state championship game
14 at Nazareth. They are always played in the same
15 location. I know. I have been there. So you will
16 only have the first two rounds of your playoff games
17 at a home field. That's also taking into account
18 that you make the playoffs and you have home field
19 advantage. That was at 1350.

20 Based on that we do not believe -- and
21 it's a fair assumption -- that we will ever meet that
22 maximum capacity again which wasn't even maximum
23 capacity. There could have been more. They have
24 taken estimates of what the Friday night games would

1 be, and it's estimated that it is between 800 to
2 1,000 per game. Obviously that will vary with
3 weather conditions. No offense to Nazareth, perfor-
4 mance of the team I am sure will vary it to a certain
5 extent and basically the time of the season. I am
6 sure early and later games will be more well attended
7 than middle games.

8 Parking. Based on that we have undertaken
9 on our own an analysis of the parking. The village
10 code requires 249 spaces for Nazareth. That is both
11 the academic campus and the football field. So with
12 both uses at the same time we need to provide 249
13 spaces. I haven't been in high school for a while,
14 but I don't remember taking any Friday night classes.
15 So you are never going to have the concurrent use of
16 both of them during a football game. Regardless,
17 even if we did have both going at the same time we
18 provide in excess of 249 spaces.

19 Further, with our neighboring property
20 owners on what I will refer to as the overall campus
21 we can park safely approximately 600 spots. We have
22 worked with Park Junior High for overflow for an
23 additional approximate 300 spots. As such our total
24 parking capacity between Park Junior High and the

1 overall campus is 900 spots. Clearly that far exceeds
2 the 249 that are required by the code for both uses,
3 neither of which will be going concurrently.

4 I want to take a step back too. Of the 900
5 spots if we have an estimated attendance of 800 to
6 1,000, at that point in time we can almost park to a
7 one-to-one ratio. And clearly anybody who has been
8 to a high school football game, everyone doesn't
9 drive themselves to a high school football game. They
10 take buses, vans, carpool together. I have been
11 there, I have seen it, done it. But we believe that
12 clearly by code we satisfy it. We believe also that
13 we've provided additional parking to make it
14 convenient for our neighbors.

15 Nazareth Academy has always endeavored and
16 strived and worked to cooperate with its neighbors.
17 We have sought out advice and counsel from the village
18 that has been tremendously helpful and sought some
19 feedback with regards to and reviewed a memorandum
20 as part of the zoning application from the city or
21 feedback from the city. There have been no parking
22 complaints.

23 The noise. There hasn't been a complaint
24 with regard to any speakers since 2012. We have as

1 stated in a village response to our application agreed
2 to and have always undertaken temporary no parking
3 signs for a three-block radius and have notified all
4 residents within a three-block radius of events such
5 as what would be Friday night high school football.

6 Further, we have worked and are willing to
7 work with the community to ensure that we are a good
8 neighbor, quite frankly. Any time that we need to
9 come in to have games that start at seven o'clock we
10 would come in and seek special relief from the noise
11 ordinance which would prohibit speakers from being
12 played at 9:00 p.m. We would come in and specifically
13 apply to the village. We have already started working
14 on a letter to notify area residents of our proposed
15 high school football schedule for the upcoming season,
16 and we are willing to put up signage in local areas
17 to direct people to where the off-site parking is to
18 take the burden and the stressors of the additional
19 parking or any additional parking that would be and
20 make sure that it is assumed in those 900 spaces which
21 we are providing.

22 Nazareth has always had police personnel
23 at its games. We will continue to do that. We will
24 reimburse the village for that cost. It's been

1 something we have done and we will continue to do
2 that. Again similar to what I stated before, Nazareth
3 Academy has always had temporary no parking signs on
4 events such as this. We will again continue to work
5 with that and reimburse the village for any costs
6 associated with that expense.

7 Again we are talking about -- Before I
8 ask for the relief I would ask the court reporter if
9 we could put into evidence the affidavits of mailing
10 certificate having that marked Exhibit A. Thank
11 you, Madam Court Reporter.

12 We are here for three aspects tonight. And
13 the first one is probably the one we will give the
14 longest presentation on which is this variance. So
15 what we would ask this board to do is move to recommend
16 approval to the village board of a variation from
17 Section 12.3.C.1.b of the zoning code of the village
18 for Nazareth Academy in order to allow for the
19 installation of two permanent light poles at the
20 80-foot height and two permanent light poles at the
21 70-foot height. Respectively the 80-foot height poles
22 will be on the western side, the 70-foot light poles
23 will be on the eastern side of the campus.

24 We would also like to take note that we

1 have made all appropriate legal notices and all
2 publications have been made.

3 In closing I would like to say two more
4 things. I would like to thank the village. Julia
5 and Emily have been tremendously helpful. You guys
6 are lucky to have such great staffers, village manager
7 and assistant village manager to work with us. I
8 think I have been on the phone with them six times a
9 day for the last two weeks. They have been great.
10 Thank you for your time and the rest of the village
11 staff as well. And with that we leave it open to
12 questions.

13 CHAIRMAN BOYD: Mr. Vasselli, we'd like you to
14 also address at this point the site plan review
15 conditions -- not conditions but standards as well
16 and explain why you believe this board should approve
17 the site plan review.

18 MR. VASSELLI: Sure. A lot of it is --
19 Mr. Chairman, I do believe some of it would be overlap
20 with regard to this. I do think we are code compliant.
21 And to give by way of background to the court reporter
22 and for this body, Section 4.6 of your village zoning
23 code provides and requires a site plan review and
24 approval by the zoning board without a public hearing

1 for any nonresidential improvement such as the one
2 here today.

3 With regards to the conformity to the
4 standards and the applicable regulations, I would
5 ask to stand upon the statements made with regard to
6 the conformity with existing standards and ask our
7 architect, engineer and construction manager to address
8 the construction facilities of this. And I would
9 like to put in the record that we are code compliant.

10 The only aspect that is not code compliant
11 of what we are proposing to do with regards to the
12 lights would be the height. That would be the 70-
13 and 80-foot variances we are seeking. If it was a
14 60-foot light we did seek to put in there this would
15 be fully code compliant. My architect, engineer and
16 project manager can address the specific construction
17 aspect of it.

18 CHAIRMAN BOYD: When you come up just state your
19 name and whether you're the architect or whichever
20 you are.

21
22 K R I S T Y C U B A S ,
23 having been first duly sworn, testified as follows:
24 Kristy Cubas, Solomon, Cordwell, Buenz,

1 architect. I will address a couple of the questions
2 that have come up. We're maintaining the required --

3 CHAIRMAN BOYD: Pull that microphone up so we
4 make sure you're recording.

5 MS. CUBAS: We are maintaining the required
6 10-foot setback from the property line. We're also
7 maintaining the existing berm that's required. We
8 are taking down five trees along that berm that are
9 overgrown evergreens that are up into the electric
10 lines, and we're replacing them back with 11 new
11 evergreens that are approximately six to eight feet
12 tall that will grow in addition to some new shrubs.

13 CHAIRMAN BOYD: Let me go back and be clear. I
14 am only asking Mr. Vasselli and the three of you to
15 address the site plan review relating to the light
16 fixtures. Not the building, just the light fixtures.

17 MR. VASSELLI: Mr. Chair, I believe we are
18 complying with the code. I believe that is -- And I
19 think my architect has just stated that. We believe
20 we meet the 10-foot setback, we meet all our setbacks,
21 that it is -- We are working to mitigate any
22 potential impact on adjacent property. I believe that
23 we've satisfied site plan review.

24 CHAIRMAN BOYD: That's fine then. Thanks.

1 Next we'll ask the staff to give a brief
2 report and summary of the staff recommendation.

3
4 E M I L Y R O D M A N,
5 having been first duly sworn, testified as follows:

6 Emily Rodman for the village. I would like
7 to enter the staff memo into the record as well.

8 CHAIRMAN BOYD: Emily, would you also introduce
9 the comments we have received?

10 MS. RODMAN: Yes, I will. Sorry. I am starting
11 to lose my voice. Please raise your hand if you can't
12 hear me and I will try to talk a little bit louder.

13 I think the applicant provided a very
14 thorough presentation of what they're looking to do,
15 but there are some areas I would like to maybe provide
16 some additional information for the public as most
17 of you probably have not had the benefit of reading
18 the staff report.

19 The applicant did address their request to
20 install four permanent lights on the field. The intent
21 as they indicated is to move the Saturday afternoon
22 football games to Friday evenings. So they anticipate
23 that means there would be four to five evening games
24 a year. They anticipate the games will end between

1 9:30 and 10:00 p.m.

2 In addition to that they do anticipate
3 using the lights for other sporting events as well
4 and practices such as for soccer and lacrosse,
5 although those events are expected to conclude much
6 earlier, by 8:00 p.m. They also anticipate they may
7 use the field for non athletic events. This would
8 be only Nazareth-related events such as their annual
9 Relay For Life event. Those events do require some
10 sort of village approval so they would have to come
11 back to the village for those special events. They
12 have indicated they do not intend to rent the field
13 out to other users; so it would only be Nazareth-
14 related events.

15 As Mr. Vasselli mentioned, the village does
16 have regulations in place that prevent the use of
17 their sound system after 9:00 p.m. So for those
18 evening games they would have to come to the village
19 in advance of the season to seek relief from those
20 nuisance regulations from the village board in order
21 to use their sound system past 9:00 p.m. And staff
22 is recommending that that relief be sought at the
23 beginning of the season for all the games in order
24 to avoid violating the village ordinance.

1 I am not going to go into the standards
2 for a variation or how the applicant addresses those
3 because they already talked about that. They also
4 addressed how the project complies or meets with
5 the comprehensive plan.

6 With regard to the zoning code the applicant
7 is correct in asserting that the code does allow for
8 permanent lights to be installed at 60 feet in height.
9 That is a right by code subject to site plan review.
10 And like stated, that the reason for the variation
11 is because the poles are being increased to 70 and
12 80 feet.

13 In addition the zoning code establishes
14 photometrics. So it establishes a maximum lighting
15 level that can occur at the property line, the
16 residential property line. So at the eastern property
17 line where Nazareth abuts single-family homes the
18 lighting level must be .5 foot-candle power or lower.
19 Under their proposed application the lighting levels
20 are .1 and .2 foot-candle power at the property lines.
21 So they are far below what the village code allows.

22 With regard to parking we had received quite
23 a bit of input from LaGrange Park residents as well
24 as LaGrange residents and the Village of LaGrange --

1 staff from the Village of LaGrange. And at this time
2 I would also like to enter into the record the
3 e-mails that we have received from those residents.
4 That packet was provided to our zoning board this
5 evening. Most of those e-mails came through today.
6 But I will briefly touch on the concerns related to
7 that.

8 Most of those concerns are related to what
9 happened with the playoff game last fall. That was
10 the first night game that Nazareth held. As they
11 mentioned, they did have a much larger crowd than
12 they typically experience. And as a result there
13 were some unintended impacts on residents particularly
14 those south of Ogden in terms of parking on residential
15 streets.

16 Historically the Village of LaGrange Park
17 has worked very closely with Nazareth to mitigate the
18 impact of the afternoon games. We do install parking
19 only on one side signage on several of our residential
20 streets. We do provide an officer at the intersection
21 of Ogden and Nazareth to help control traffic and
22 provide a safe crossing. So that's something that's
23 already going on, but that's something that we're
24 looking at expanding. And I will touch on that next.

1 The Village of LaGrange submitted a letter
2 to staff and to the zoning board requesting that we
3 consider some suggestions that they have for mitigat-
4 ing the impact of Nazareth on their residents. I
5 would just say some of you here are probably LaGrange
6 residents in addition to LaGrange Park residents. So
7 I would like to go through what staff is recommending
8 the zoning board consider and eventually the village
9 board consider.

10 First the Village of LaGrange has asked
11 that Nazareth be required to notify the Village of
12 LaGrange as well as the Village of LaGrange Park at
13 the beginning of the season of the schedule of night
14 games. Nazareth has agreed to do that. I believe
15 they have gone a step further and have agreed to also
16 at the beginning of the season provide one written
17 notice and mail that to residents in LaGrange. The
18 residents that receive those letters will be identified
19 by the Village of LaGrange. So that will be provided
20 so that residents are aware well in advance of when
21 those games are.

22 In addition as I touched on earlier staff
23 is recommending that Nazareth be required to come in
24 at the beginning of the season to seek relief from

1 the nuisance regulations. They have agreed to do
2 that.

3 The third recommendation is that no parking
4 signs continue to be provided in the Village of
5 LaGrange Park but the area in which those signs are
6 provided be expanded. Right now I believe they're
7 just provided on Edgewood and Malden. Correct? We
8 are recommending that those signs be installed all
9 the way to Brainard. We don't anticipate that the
10 parking will spill that far east, but given that we
11 don't quite know exactly how these games are going
12 to go, we want to be cautious and make sure that
13 we're providing that protection to residents. And
14 we could scale that back if that impact is not occur-
15 ring. So that's the recommendation we have.

16 The Village of LaGrange has also asked that
17 no parking on one side of the street, that that
18 signage be provided on their streets two blocks south
19 of Ogden from I believe it's Willow Springs Road all
20 the way east to Brainard as well. The villages would
21 install that signage. Nazareth would reimburse the
22 cost of that. And Nazareth has agreed to do that.
23 So we have seen in our community that the installation
24 of that signage goes a long way in mitigating the

1 impact on residents for those games. We think
2 LaGrange feels that will be helpful for LaGrange
3 residents as well. So that is a condition we're
4 recommending.

5 And then the fourth condition is that a
6 police vehicle and uniformed officer continue to be
7 provided at Ogden Avenue at the intersection to the
8 school. As I mentioned we already do that, but we
9 want to make sure that that is a condition going
10 forward. And again that's a cost to be reimbursed
11 by Nazareth. And they have agreed to that.

12 And then the final condition is just that
13 the applicant be required to provide adequate on-
14 and off-site parking. So this is something that we
15 will continue to reevaluate with Nazareth and work
16 with them as we see how these night games play out
17 and make adjustments as necessary.

18 So those are five recommendations that
19 staff has made that we think should be tied to a
20 recommendation for the variation and certainly tied
21 to any site plan approval for the lighting to help
22 mitigate the potential impacts on residents.

23 With that I think I will turn it back over
24 to the chairman. But I will just note that we do

1 have our village engineer here as well as our police
2 chief and our director of building and fire as well.
3 So hopefully with all of us we can answer any questions
4 that you have.

5 CHAIRMAN BOYD: Thank you. We'll next turn to
6 any testimony from members of the audience. To be
7 orderly about this we voted earlier to allow three
8 minutes per person. I would also like you to think
9 about what you are going to say while you are sitting
10 there, and if somebody has already said it we have
11 heard it. You don't have to say it the third or
12 fourth time. And oh, I know. If you have questions
13 for staff or for the applicant your comments are
14 addressed to us, but you can raise those questions.
15 They will not respond to you as you're presenting so
16 don't expect them to respond. But we will ask them
17 those questions on your behalf once it's our turn
18 to ask questions of the staff and the applicant.

19 So with that can I have a show of hands of
20 everyone who would like to be testifying today so I
21 just get a sense of where we're going to start? Why
22 don't we start with you, sir, in the blue and go like
23 that. (indicating) The person in the blue shirt right
24 behind you will be next. Step up to the microphone

1 if you could and state your name and where you live.

2 Oh, yes. The village attorney just told
3 me she will give you 30 seconds' notice when you are
4 approaching the end of three minutes.

5

6 R I C H H A L P E R N,

7 having been first duly sworn, testified as follows:

8 I am Rich Halpern. I am a resident at 65
9 North Peck in LaGrange. And obviously I live in the
10 area we're talking about.

11 I have concerns primarily about the parking
12 issues because in the past we have had problems with
13 students parking on our street. And we had the
14 village -- our village out resulting in a lot of
15 tickets and complaining and screaming.

16 My concern is in terms of the volume and
17 the possibility of people saying well, we have got
18 lots of parking spaces. But the fact is that people
19 are lazy and they don't want to walk to Park Junior
20 High School; they want to walk to the closest place
21 they can get to to park and get to the facility. I
22 did hear the lady indicate that part of the plan was
23 to try to set up one-sided parking which would be of
24 some help certainly in terms of volume of traffic in

1 the area during the games.

2 I am also concerned about the long-term
3 effect of other events that may be coming besides
4 the football games that would also impact my particular
5 area. I don't know whether or not it'll be an issue,
6 but it could potentially become one.

7 When the playoff game was here I did not
8 feel overly impacted by it. I live around the stadium.
9 But if there are a number of other events that are
10 going to be brought and other activities -- Other
11 than that I don't have any major issues to bring up.
12 Hopefully perhaps in cooperation with the Village of
13 LaGrange we don't end up with a lot of tickets or
14 being towed or any things like that because they
15 ignore the parking lot. I don't know if they will
16 or not, but it's a possibility. That would be my
17 main issue. I hope the Village of LaGrange Park
18 would consider that.

19

20 K E N M U E L L E R,
21 having been first duly sworn, testified as follows:

22 Good evening. My name is Ken Mueller,
23 M-u-e-l-l-e-r. And I trump Nazareth by twenty years.
24 My parents built our house, 141 North Peck Avenue,

1 LaGrange, in 1954. I was seven years old. I have
2 been a part-time and full-time resident of that house
3 ever since graduating college. I was gone for a
4 while but inherited the house back in 2000 and sold
5 my house and moved into that one.

6 And not to reiterate on Mr. Halpern said,
7 but I will say this. In the time I have lived there
8 there has never been any parking issues except when
9 there have been games at Nazareth Academy. Every
10 time that there is a game there are cars on both sides
11 of the street. And if you want to have friends over
12 there is no place for them to park. And I am the
13 second house from the corner and we get it all. It
14 happens when there's games. You put lights in and
15 we're going to have people in our neighborhood at
16 night that don't -- if you want to say don't belong
17 there. There's going to be hundreds of people
18 wandering around and I don't want it. You're welcome
19 to play your games. Please keep the people off our
20 streets.

21 And there's one thing that you said, that
22 you are not intending to rent your facility out. I'm
23 sorry to say I don't have faith in that. I don't
24 believe it. I believe that when Nazareth is given

1 an opportunity for income they are going to rent it
2 out.

3 (Applause)

4 CHAIRMAN BOYD: We are not going to have that.
5 We are not going to have that.

6 MR. MUELLER: I won't reiterate on anything else
7 that he said. That is my position. I do not want
8 lights at Nazareth. Enjoy your stadium. Not at night.
9 Thank you.

10 CHAIRMAN BOYD: Who is next? Let's go along
11 this row.

12
13 K E V I N B A L D W I N,
14 having been first duly sworn, testified as follows:
15 Good evening, Mr. Boyd. My name is Kevin
16 Baldwin, and I am an attorney with the firm of Daley,
17 Mohan & Groble in Chicago. I represent four of the
18 adjoining landowners whose names are Tom and Laurie
19 Egan, 324 North Edgewood, Mike and Carol Winfrey at
20 318 North Edgewood, John McCormick at 330 North
21 Edgewood, and Jim Pawlak at 328 North Edgewood. I
22 will keep my comments brief. As I said, I do
23 represent most of the clients here.

24 The first thing I would like to request in

1 the practice here before the board is that I have
2 the opportunity to examine the representative from
3 Musco Lighting who provided testimony earlier. In
4 order to keep the process moving though I will submit
5 the questions that I think should be asked and ask
6 that the board please inquire at the end of the
7 public comment.

8 My inquiry to the representative from Musco
9 is we've seen I believe they call it the glare calcu-
10 lations of the impact that it'll have on the
11 neighbors, the slide with the yellow highlighting
12 that shows the difference between light poles at 60
13 feet and the light scheme at 70 and 80 feet. And I
14 believe that the impact that causes that glare in
15 conformance with the 60-foot requirement, which is
16 the current zoning requirement, is caused not by the
17 particular features of the field that is being lit but
18 rather by the design of the lighting itself. There's
19 a -- Based on my review of the plans that were
20 submitted as an attachment it looks like they're
21 having a total of 44 luminaires spread between four
22 different light poles. And I would submit to the
23 board that glare could be reduced and still fall
24 within the zoning requirements of the 60-foot limit

1 if there were additions -- if the lighting scheme
2 was split among additional poles situated around the
3 stadium. I think that that's something that needs
4 to be explored before we can consider whether the
5 plans are appropriate.

6 As the board is well aware there are
7 standards for approving the variations. What I have
8 not heard in the testimony provided by the applicant
9 yet today is how the impact of the current regulations
10 at a 60 --

11 MS. KEATING: Thirty seconds.

12 MR. BALDWIN: I'm sorry?

13 MS. KEATING: Thirty seconds.

14 MR. BALDWIN: Thank you. -- how that will result
15 in undue hardship. I have heard no testimony from
16 the owners as to how this circumstance is inherent to
17 the property, is due to the subject property itself.

18 And I will further suggest that one of the
19 substantial requirements of zoning approval is to
20 consider whether or not the -- whether or not it will
21 affect property values. We have heard no evidence of
22 that today. We have heard nothing from an appraiser.
23 We have had no evidence whatsoever about whether or
24 not these changes will impact the property values.

1 And I am suggesting to the board that they will
2 substantially.

3 Additionally we would make suggestions to
4 the board. The board certainly has the power under
5 the review provisions of the site plan approval to
6 impose conditions on this.

7 CHAIRMAN BOYD: Finish your thought, Mr. Baldwin.

8 MR. BALDWIN: Thank you. Those conditions that
9 we would suggest is that as the village provided in
10 their memorandum the applicant has represented that
11 they plan to limit the use of this field at night to
12 no more than five games a year and also not to provide
13 it as rental to outside organizations. We ask that
14 those representations be made conditions of the site
15 plan approval.

16 On the point of the nuisance abatement, what
17 I gather from the village's representation is that
18 they anticipate that this plan will require or will
19 result in violation of current nuisance requirements
20 that the city has. I have been presented no informa-
21 tion of how the applicant intends to abate and -- to
22 abate those requirements. What I am hearing is that --

23 CHAIRMAN BOYD: Ten seconds Mr. Baldwin.

24 MR. BALDWIN: -- they know there's going to be

1 a violation. And how can we approve this knowing
2 they're going to violate it?

3 Finally as to the site plan -- and this
4 plays in with the site plan for the addition --

5 CHAIRMAN BOYD: You're done. Who is next?
6

7 P A T R I C K K E E N A N,
8 having been first duly sworn, testified as follows:

9 My name is Patrick Keenan, K-e-e-n-a-n. I
10 live at 446 North Edgewood which is adjacent to
11 Nazareth's property.

12 And I thought about this a lot. I have
13 heard there's a lot of talk in the neighborhood. I
14 was thinking about hearing all the complaints about
15 parking and really the community we live in and how
16 really much of a nonissue parking issues are, say,
17 355 days out of the year. So I look at that. I
18 hear things about property values going down. One
19 comment which was made is that we haven't heard any
20 evidence about, you know, improving or increasing
21 the property values. I also haven't heard any
22 evidence of it negatively impacting property values
23 or heard any stories of other communities where, you
24 know, the property values plummeted because the

1 school was adjacent or in the neighborhood.

2 So I mean my comments, my feelings are
3 pretty brief. I should know it. I am an alum from
4 Naz. I think that overall this would be good for
5 the school, good for the community. I think it's
6 good for the athletic department which a good athletic
7 department will then be good for the school. A good
8 school is good for the community. A good community
9 is good for me and good for residents. So I would
10 like to look at it and see the benefit that it could
11 bring and really the community building that it
12 could bring. That's it.

13 CHAIRMAN BOYD: Thank you.

14

15 C I N D Y M c A U L I F F E,

16 having been first duly sworn, testified as follows:

17 My name is Cindy McAuliffe, M-c-A-u-l-i-f-f-e.
18 I live at 350 North Edgewood Avenue.

19 And I live at the deadend of Richmond and
20 Edgewood, west of there. So that's where people cut
21 through to go to all the sporting events at the
22 school. So the parking issues for me are not just
23 during sporting events; they are throughout the whole
24 school year and throughout all of the sports and

1 during the summer.

2 I am very concerned about parking. And
3 somebody had mentioned earlier that there are no
4 complaints about parking. I would like to disagree
5 with that. Because I know there are several neighbors
6 who have had complaints about that. Parking is
7 allowed on both sides of the street on my deadend.
8 So I have submitted a request -- Emily got that --
9 restricting parking in the deadend especially at night
10 because I think that's really dangerous. People have
11 to pull in my driveway or my neighbor's driveway to
12 get out of the deadend. So parking, I think, is a
13 really big issue not just for the night games but I
14 think for other sporting events as well. So I just
15 wanted to make sure you guys heard that. Thank you.

16 CHAIRMAN BOYD: Thanks, Miss McAuliffe. Who is
17 next?

18
19 J O H N M c C O R M I C K,
20 having been first duly sworn, testified as follows:

21 Hi. My name is John McCormick. I live at
22 33 -- I'm sorry. M-c-C-o-r-m-i-c-k. I live at 338
23 North Edgewood.

24 I am in one of the two houses that's

1 closest to (inaudible). I have been there 25 years
2 and two months, and I have only appeared at village
3 hearings to testify in favor of Nazareth's proposals.
4 However, I would like to note that those of us who
5 live abutting Naz, we have never been kids-get-off-
6 the-lawn neighbors.

7 One question that I would like you to address
8 to our neighbors -- I can't address them directly.
9 Correct?

10 CHAIRMAN BOYD: No, you can't; you can tell us.

11 MR. McCORMICK: Okay. My understanding from
12 Emily is that Naz approached you in February and
13 said they had been fundraising for 15 months and
14 were seeking, I believe, a May start date. And I am
15 curious. Emily also tells me that the village
16 suggested that the school talk with its neighbors
17 about this, perhaps gather the neighbors for a
18 meeting. I am curious as to why after all the years
19 of good relations Naz chose not to do that. That's
20 a conscious decision. The first we learned about
21 this was from your meeting notice. I'd appreciate
22 if you would inquire about that. I would also
23 appreciate it since evidently the suggestion came
24 from the village. It is not my suggestion; it's your

1 suggestion.

2 Also there are four conditions which I would
3 be most appreciative if you would consider adding to
4 whatever approval you give. The first involves the
5 access road on the east side of the existing high
6 school, that access road which when I moved in 25
7 years ago we were assured that would only be for
8 garbage and delivery trucks. We were told by -- we
9 were assured by Dennis and John Doyle, the previous
10 attorney, at our last appearance that that road would
11 be one way going north. The road is used constantly
12 two ways. Last night I watched the Nazareth bus
13 head down it south.

14 We'd appreciate a formal restriction on
15 the renting of the field to other users.

16 We would appreciate limiting the number of
17 nights the facility can be used.

18 And finally, the area between our lot line
19 and the existing access road is quite poorly maintained
20 now. It's essentially a weed farm. It would be nice
21 if our neighbors would step it up a little bit. We
22 have asked; nothing has happened.

23 MS. KEATING: Thirty seconds.

24 MR. McCORMICK: And if I could answer any

1 questions from you I will. Otherwise I will get out
2 of the way.

3 CHAIRMAN BOYD: Don't be shy. Who is next?
4

5 M I C H A E L D O L I N S K I,
6 having been first duly sworn, testified as follows:

7 My name is Michael Dolinski. I live at
8 417 North Edgewood. D-o-l-i-n-s-k-i.

9 Again I would like to ask that the board
10 consider putting some conditions on any approval for
11 the variance for the lights.

12 There's been a lot of talk about the
13 parking. The parking is an issue on Edgewood and
14 Malden during any large event at Nazareth. And
15 limiting one side from no parking and forcing all
16 the parking to one side still doesn't help the rest
17 of us in the fact that now it restricts more parking.
18 So any guests that the residents on Edgewood and
19 Malden might have during that same time, our guests
20 have to park a considerable amount away from our
21 property.

22 One way to do that is to cut off the access
23 to the Nazareth site from the east. And at Richmond
24 and at Woodlawn there are gates that people can

1 access the site. I would ask that as a condition
2 they ask Nazareth to close those gates at 5:00 p.m.
3 every evening so any activity going on at the field,
4 it would be more advantageous for people now to use
5 parking that the attorney for Nazareth pointed out.
6 They have a one-to-one relationship almost with the
7 amount of guests they expect to have there. If we
8 have the parking let's get them to use the Nazareth
9 parking, not the Edgewood and Malden parking. The
10 way to do that would be to cut off the access to enter
11 the site off Richmond and Woodlawn.

12 And then the last thing I would like to say
13 is I disagree strongly with the hardship that's
14 created at Nazareth by not being able to have their
15 students, parents and alumni watch a night football
16 game. There is no hardship there. They can still
17 enjoy the field the same as they do now for any time
18 when it gets lit and safely have kids to play.
19 Thank you.

20 CHAIRMAN BOYD: Thank you, Mr. Dolinski.

21

22 L I S A W A L S H,

23 having been first duly sworn, testified as follows:

24 My name is Lisa Walsh. I live at 340 North

1 Malden. We have lived for here for 24 years.

2 And my husband and I moved here from the
3 city to raise our children in a beautiful neighborhood.

4 And the light poles will diminish the desirable
5 attributes of this great neighborhood that draws
6 people like us to the community. And we feel that
7 this isn't with the rhythm. Friday nights there are
8 human behavior. I think the games that happen right
9 now during the day the teenagers, they kind of stay
10 in line because it's lit up. In night games we can't
11 control their driving because they drive erratic
12 around and music is blaring. I hear things about
13 unintended impacts which we cannot control, that
14 being one of them.

15 Not renting out. For how long would that
16 last? Is it going to be a 20-year contract or will
17 it go year by year? These are concerns.

18 Hearing there's going to be 800 to 1,000
19 people in our neighborhood, that's very concerning.
20 So those are some issues I would appreciate you take
21 into consideration and really maintain the quality
22 of our neighborhood. Thank you.

23 CHAIRMAN BOYD: Thanks, Ms. Walsh.

24

1 B I L L C L A R K,

2 having been first duly sworn, testified as follows:

3 My name is Bill Clark, 416 North Edgewood.
4 C-l-a-r-k, no E.

5 I don't want to repeat things here but I
6 will strongly echo I believe Mr. Baldwin, all the
7 comments about the parking, all the comments about
8 the noise. The parking was a bit of a -- Let's go
9 back. I have been coming to these meetings since
10 1983. I am a resident. I am a resident since 1976.
11 I was here before Nazareth. I wanted to say that
12 now because oftentimes in past meetings people say
13 why did you move next to a school. Most of the
14 neighbors were here prior.

15 I got involved in Nazareth when the stands
16 were put on our side of the field. With discussions
17 that were going on the stands got moved to the other
18 side of the field. The stands got expanded with
19 negotiations. But along with that comes the parking
20 issue, and along with that comes the noise issues
21 which I still take great exception to. The parking
22 I don't understand. I have always felt like I have
23 to play defense with the city here -- with the
24 village here.

1 I am a real estate developer. I understand
2 how to get property developed. I have done it for
3 40 years. Great financial risk oftentimes. Most
4 times. Okay? I am still here. And I can tell you
5 that this will affect our property values. Why do
6 we get these turnouts? Why does every village get
7 these turnouts when lights come into play? It's
8 going to happen. Believe me, I would not put it as
9 one of the positives of my house on the MLS that I
10 live next to a football stadium with lights.
11 Everyone is kidding themselves if they think this
12 won't hurt.

13 One of my main objections and everybody
14 else of the speakers, okay, it was agreed years ago
15 those speakers would be so positioned that they would
16 emanate from the east to the west. That was agreed.
17 And I can evidence that. Secondly, it didn't -- we
18 already know it didn't happen. Okay? The reason?
19 The poles weren't there. There was nothing to put
20 them on. It never happened. That was a different
21 administration I admit, different people. Okay?
22 But the school made the commitment. Okay?

23 More recently there was a commitment that
24 those speakers would be directed away from the homes.

1 They're still not. When the testimony comes in,
2 when the experts come in and say these things--

3 MS. KEATING: Thirty seconds.

4 MR. CLARK: -- we have to come up and defend
5 ourselves.

6 I appreciate the testimony of Musco. Who
7 really understands that stuff? Okay? The village
8 should have somebody independently verify that
9 information, no disrespect to the contractor.

10 I go back to a meeting the last time the
11 speakers were changed. It was five years ago. The
12 experts came in, they testified representing Nazareth
13 that this speaker system is so good it's going to
14 drop off at the sidelines. Oh, good. When I came
15 in here what I was given that night is the spec cut
16 sheet from the R1-64Z. This was claimed to be so
17 good it would not go beyond the property line. We're
18 getting complaints. I get them all the time, people
19 on Spring and people on LaGrange Road. Okay? I get
20 into the spec here of different models they have.
21 What the effective distance this equipment is supposed
22 to be for is 50 yards.

23 MS. KEATING: Time is up.

24 CHAIRMAN BOYD: Finish your thought.

1 MR. CLARK: Thank you, sir. It's 50 yards. So
2 my question is -- It is not a question. I want the
3 school to honor its commitment made back in 1983 and
4 five years ago and do something about these speakers.
5 If they are going to get the lights which I trust will
6 happen, those speakers can go on the new lights.
7 They can point west and nothing should come back
8 east. Eliminate that. It's going to settle all
9 kinds of problems for the people in the village.

10 CHAIRMAN BOYD: Thank you, Mr. Clark.

11 MR. CLARK: Thank you so much for your time.
12

13 J A M E S D R U R Y,
14 having been first duly sworn, testified as follows:

15 Good evening. My name is James Drury,
16 D-r-u-r-y. I live at 343 North Edgewood.

17 I have been there since around '86. I
18 have seen Naz, I have seen everything that's been
19 going on since that time. The thing that concerns
20 me is that every time something comes up for Naz it
21 seems to be a mission creep. So now they want better
22 lights for the football stadium. My question is
23 what's next. What's next? Lights at the baseball
24 field? There's a gentleman who testified who lives

1 right down by the baseball field. I think we should
2 have lights at the ballfield field too so we can have
3 some night games there. And that is my problem,
4 mission creep. What is going to be coming up next?
5 I don't know. You don't know. We as residents want
6 assurances. We want assurances and we want them in
7 writing. That's what I have to say. Thank you.

8 CHAIRMAN BOYD: Thank you.

9

10 L A R R Y S H I F F L E R,
11 having been first duly sworn, testified as follows:

12 Hello. I am Larry Shiffler. I live at
13 502 North Edgewood. I have lived there along with
14 my wife and kids for the last 24 years.

15 Living in a neighborhood where schools are
16 enhancing their programs and facilities is important
17 and should be important to everybody who lives in
18 that neighborhood.

19 And I will be very brief. Nazareth has
20 always been a very good neighbor. Our house backs
21 up to the baseball field. Whenever there were any
22 minor issues or anything that has arisen Dennis Moran
23 and Debby Tracy have always -- have been extremely
24 responsive to anything that needed to be done. They

1 have an open door policy and they will answer an
2 e-mail to you. If you send it in the morning they
3 will answer it to you by the afternoon.

4 Just in closing I think enhancing the school
5 and the activity around -- There is probably not
6 much more of a benefit to property values when some
7 prospective home buyer comes into the neighborhood
8 and sees a bunch of kids playing in the field. And
9 that's all I wanted to say. Thanks.

10 CHAIRMAN BOYD: Thank you, Mr. Shiffler.

11

12 L E N O R E M c C A R T E R,
13 having been first duly sworn, testified as follows:

14 My name Lenore McCarter, L-e-n-o-r-e,
15 M-c-C-a-r-t-e-r. And that's 535 North Edgewood. I
16 have lived there since 1968.

17 CHAIRMAN BOYD: Miss McCarter, keep your voice
18 up.

19 MS. McCARTER: Since 1968. So it shows how old
20 I am. I am an alum of Nazareth, and I agree with
21 Larry that Dennis and Debby are very responsive
22 whenever there is a problem, kids driving fast on
23 their way to school or anything like that. They do
24 respond right away.

1 I do have some concerns regarding the current
2 proposal. The attorney mentioned the essential
3 character of the locality. And I am an alum of
4 Nazareth, and I think it's more pertinent to address
5 how the current student body would benefit than whether
6 or not they're local. And that may be more important
7 than whether there are local alum.

8 Regarding the variation standards, you know,
9 it may be more safe to play under good lighting at
10 night, but really to be safe it would be better to
11 play during the day for the student athletes.

12 Regarding enhanced use, enhanced use for
13 whom? For the Nazareth students or for the local
14 residents?

15 And regarding the parking, which I know
16 has already been discussed, the overflow parking at
17 Nazareth on Friday night may be an issue and I think
18 the village needs to consider that. My kids went to
19 Park Junior High. There are dances on Friday nights.
20 I think the police officers should be aware of this.
21 If anyone has ever picked up a kid at one of those
22 dances at Park Junior High on a Friday night, if
23 those parking lots are already filled it's going to
24 be a mess. And I think that if we're going to consider

1 that overflow parking, if there are going to be games
2 when there is a dance going on or any other activity
3 at Park Junior High, that's going to be a real issue.

4 I agree that it is really important to have
5 good Catholic schools in our community. I think it's
6 great that Nazareth is there. I have some real
7 serious concerns about this project.

8 CHAIRMAN BOYD: Thanks, Mrs. McCarter.

9
10 T E R R E N C E M A H O N E Y,
11 having been first duly sworn, testified as follows:

12 I am Terrence Mahoney, 410 North Edgewood.
13 M-a-h-o-n-e-y. Carolyn and I have lived there since
14 1978. Our children attended Nazareth, and I have
15 been involved in pursuits with Nazareth over the
16 years.

17 I think that the lights in the facility
18 and use of the facility is obviously something that
19 is going to occur. I think that our experience this
20 fall for the playoff game -- And I looked at it
21 very, obviously, critically. We're on the 15 yard
22 line on the south side field. The management of
23 that game was superb. The supervision of the students,
24 of the debris after the game, the lighting and the

1 sound, didn't have a problem with it at all. And I
2 thought that was very important to bring up tonight
3 publicly.

4 When the lights go on on Friday nights,
5 however, I think it's very important -- and I don't
6 know if this is an enforceable provision or condition
7 -- but I think it's very important for our neighbors
8 to have a constant dialogue with Nazareth, which I
9 have enjoyed, and with the village because this is
10 an enhancement of the property, activity volume
11 within our community which we haven't seen yet on a
12 regular basis. When the games are over during the
13 week the lights will be used, and there has to be a
14 commitment to the time commitment to the timing of
15 the lights. And there has to be a constant communica-
16 tion, I believe, with the community and with Nazareth
17 about parking, about the sound system and reasonably
18 to address those problems so that we don't have ongoing
19 problems of property values, of people being attracted
20 to our community, people being attracted to our
21 neighborhood. And I think that's a concern for the
22 village, it certainly is for the neighbors, and I
23 believe it also is with Nazareth. And I think that
24 has to be an ongoing conversation. Thank you.

1 CHAIRMAN BOYD: Thank you, Mr. Mahoney.

2

3 S T E V E H U N E R Y A G E R,
4 having been first duly sworn, testified as follows:

5 Last but not least. Steve Huneryager,
6 H-u-n-e-r-y-a-g-e-r, 411 North Edgewood. Our family
7 has been in the house since 1967. So I have got
8 Lenore trumped by a year although I haven't been
9 there.

10 Naz has been there, I think someone said,
11 since '73 when it was all girls. I am not sure which
12 year it was boys. So they have been playing football
13 for maybe thirty years. And it's changed a lot over
14 the years, right, from a small school. It was started
15 back in the early 1900s as a Catholic boarding school.
16 They had about a hundred kids. Ernie Bank's kid went
17 there. It was a small school when we first moved in
18 there so it's changed a lot. It's outgrown its site
19 plan it was designed for.

20 With no offense to alumnis here I am
21 against any lights, any Friday night games. That's
22 just my attitude. I don't think it serves the
23 community. Nazareth is much like a business. They
24 serve their clients. They want to grow, they want

1 to expand just like Jewel Food Stores. Jewel Food
2 Stores would love to move to LaGrange Road to increase
3 their business. The difference between the two is
4 Jewel serves clients and community residents. Naz
5 for the most part does not. Maybe five or 6% of the
6 kids are from LaGrange. So they're really not serving
7 the community. That's one of my biggest beefs with
8 Nazareth. I think they bullied the LaGrange Park
9 residents when they built the baseball field. I
10 didn't particularly like the attitude when that
11 happened.

12 I am a little concerned here. Again we
13 didn't have a lot of dialogue and communication about
14 what was happening until the last minute. I agree
15 with Terry this is probably going to happen. I hope
16 we really keep an eye on how many times this facility
17 is used with lights on, how late they go, if it's
18 noisy. If I have a beef I will call.

19 And I'll defend Cindy McAuliffe all the time
20 because people pull in there at seven o'clock in the
21 morning because they're too lazy to drive up and let
22 their kids walk another 30 feet. She has young kids.
23 Our block has a lot more young kids than it did a
24 few years ago. It could be dangerous. They park at

1 the stop sign for football games. I call when they
2 park in front of my drive two feet in. We get
3 frustrated, a little angry. If there could just be
4 a little more dialogue this could be an okay
5 situation.

6 I know we're going to have some night games.
7 It is nice to have Friday night games. We want to
8 make sure the wrong element doesn't show up. The
9 area is clean and safe for all of our kids. If they
10 don't get lights they don't get lights. If they do
11 we'll adjust. So I just wanted to speak my piece.
12 Thank you.

13 CHAIRMAN BOYD: Thanks, Mr. Huneryager. Who
14 else do we have? Was he last?

15 All right. Well, I would like to, I
16 think, first ask if Mr. Vasselli has listened to
17 particularly some of the questions that were raised
18 by the audience members, if you have written them
19 down. I have some. If you have others as well,
20 please if you have a response could you supply it now?

21 MR. VASSELLI: Sure. I obviously have to draw
22 upon other members of the team for some specific
23 responses including Musco Lighting, Dennis Moran and
24 the construction designer. I am sure the Chair will

1 understand.

2 Mr. Chair, on a technical procedural matter
3 I know we are addressing both the site plan review
4 and the variance review. I know that generally the
5 site plan review does not go into the public hearing,
6 so I will address more of the comments as it relates
7 to the variance but I will also address the site
8 plan review as well. I know traditionally that
9 doesn't go in a public hearing before the zoning
10 board of appeals.

11 As it relates to -- and I will go through
12 some of them -- the parking, we have made a concerted
13 effort -- I am sure Dennis will echo my statements
14 when I ask him to come up here -- a concerted effort
15 to work with the village and mitigate any parking
16 difficulties that neighbors have with regards to the
17 use of the premises. We are providing -- For the
18 record I need to say we are in code with our parking.
19 We have went out and proactively sought additional
20 parking from neighboring institutions. We are willing
21 to put up signs for these four to five events per
22 year to locate and provide direction for people coming
23 to these events that ensure that any parking impact
24 is mitigated to the fullest extent possible.

1 Further, I am sure that Dennis will ensure
2 that there is directional parking and notification
3 given. I know that the CSO auxiliary officers -- I
4 don't know if you have auxiliary officers, but we'll
5 work with Nazareth and the village to ensure these
6 off-site parking areas, Park Junior High, the overall
7 campus is utilized again to mitigate any and all
8 parking concerns. I will ask Dennis to address that
9 in a second, but I will go through some of the other
10 issues.

11 I know there's a question of Musco. And
12 they are again as one of the residents stated -- I
13 echo his statements -- I don't know much about lighting
14 but the people at Musco do. The people at Musco were
15 retained and were told to make the best and most
16 efficient lighting possible for our use and to minimize
17 and mitigate the impact upon the neighboring property
18 owners. So again I guess I will ask Musco again to
19 address the questions that were raised with regards
20 to how the lighting is set forth and how this was
21 developed in such a manner to create the least possible
22 impact to neighboring properties.

23 CHAIRMAN BOYD: And I just advise you again I
24 would like you to respond to the questions that were

1 raised. I don't want you to repeat what you said
2 already and have another discussion of why it's so
3 good. I want to hear how you respond to the residents'
4 questions.

5 MR. VASSELLI: Absolutely. I know there was a
6 question with regards to Musco and the lighting.
7 Let's address that at this point in time, Mr. Chair,
8 if that's the disposition of the chairman. And the
9 question was regarding additional poles and the layout
10 of the lighting. I guess to summarize the question
11 it was the layout, whether there should be additional
12 poles or lesser poles and the height of the same
13 poles.

14 MS. KEATING: And specifically the argument was
15 raised by counsel that if you had a different design
16 of light at 60 feet you could focus the light as well
17 as you're saying it can be focused at 70 or 80 feet
18 by the design of the light poles, the number of light
19 poles and the focusing of the shields over the
20 lights.

21 MR. MARSH: Got it. In regards to the question
22 of additional poles, in my experience as a lighting
23 designer the additional poles would help if there
24 was the need to meet the spill light level at the

1 property line and we were exceeding the ordinance of
2 the spill light level at the property line. The
3 issue became the glare that the neighbors would see
4 from their homes. And I don't believe the glare is
5 a part of the ordinance as far as the maximum candela
6 that should be seen at what height.

7 I think there were some questions asked
8 and we provided some information as to glare at the
9 property line, glare at the residents'. And then we
10 prepared the diagram here showing the difference
11 between the 60- and 80-foot poles. So additional
12 poles would not help in this case because the spill
13 light is being met with four poles.

14 In regards to directing the light with 60
15 versus 80, it's still a matter of that aiming angle
16 straight line to the center of the field and being
17 able to focus it there. And the diagram clearly
18 shows that with 60-foot poles whether you had four,
19 six, eight or ten of those poles you would still not
20 be able to focus that light to the center of the
21 field. It's still going to be aimed at such a flat
22 aiming angle that the residents on the east side of
23 the field would experience the glare sensation from
24 those fixtures. So in regards to 60-foot poles it

1 doesn't help in that sense. Did that -- Does that
2 cover the two points of the question, more poles and
3 60-foot poles?

4 CHAIRMAN BOYD: I assume that it does. If not
5 we'll rest on what you have. I would like him still
6 to respond to questions.

7 MR. MARSH: Done with me?

8 MR. VASSELLI: Yes.

9 CHAIRMAN BOYD: Mr. Vasselli?

10 MR. VASSELLI: Yes. There was a question with
11 regard to the standards of approval and how the
12 impact was not an undue hardship at 60 feet versus
13 80 feet. That question is specifically related to
14 the zoning standard. The only zoning standard that
15 we are addressing here is the 10 and 20 feet on the
16 two sides, the east and west sides respectively of
17 the stadia lights. As we stated before, the 60-foot
18 stadia lights would not be -- and as our expert who
19 has been doing this for seventeen years has just
20 said, the 60-foot lights would not be as good; that
21 the 70- and 80-foot lights provide additional lighting
22 for the grandstands which means a safer experience
23 for the visitors and patrons, it creates a safer
24 playing field for the students, and as such any such

1 increase would create a better use and full use of
2 the stadium. If those full uses are not undertaken
3 then that is a hardship on Nazareth. That creates a
4 diminished product for the Nazareth stadium.

5 I do believe strongly that the 60-foot
6 lights are not as good, as my expert who has been
7 doing this for seventeen years stated. And to
8 require us to go to code on that only decreases the --
9 or only increases the possibility of light spillage
10 in the area and a lesser product for Nazareth.

11 The impairment of property values. By
12 anecdote one of my partners just bought a property
13 within a few blocks of Naz. And I think that if
14 there are any increases or decreases of property
15 value it is probably due to more macro economic
16 issues in the area. The school has been there since
17 1974. And I understand the zoning law says that is
18 not a defense with regard to that. But anyone who
19 did buy that property knows they're coming to a
20 school. It's just a simple fact. That being the
21 case I do not believe and at no time I have believed
22 at any time we have been before this board that any
23 improvement on a high school that has been there
24 since 1974 has or will decrease property values.

1 Relative to the zoning, if the lights were
2 not granted the variance they would come at 60 feet.
3 That clearly would not have any change with regard
4 to the property values whether they're 60, 70 or 80
5 feet.

6 Again the best evidence I can say is some-
7 body I know I work with every day in my life has
8 bought property in the area. So he's willing to
9 come into the Nazareth community. I think many
10 people have the intent of living there an extended
11 period of time.

12 With regards to the conditions of the
13 roads, I believe that will be addressed more formally
14 after the site plan. I know there are questions
15 with regards to surrounding roadway areas.

16 We talked about the property values, we
17 talked about the parking issues. If there are any
18 specific follow-ups, Mr. Chair, with regard to the
19 parking we will address them right now.

20 CHAIRMAN BOYD: Our attorney has written down
21 each of the questions. So I would ask her to ask
22 you the questions that have not been answered so far.

23 MS. KEATING: The attorney asked whether you
24 would limit the use of your field to five games per

1 year and whether you would agree not to rent out the
2 field.

3 The other question the attorney asked is
4 how do you plan to abate the nuisance. Because in
5 your original presentation you said you were going
6 to at a future date apply to the village board for
7 relief from the nuisance regulations. Just so the
8 audience is clear of what they are, we have noise
9 regulations in the village that say you can't have
10 noises after nine o'clock, I think, Emily?

11 MS. RODMAN: Yes.

12 MS. KEATING: For example, when St. Louise has
13 their Summerfest or whatever they call it they come
14 in to the village every single year and ask for
15 permission to have their Summerfest, and they tell
16 the village what hours and how they're going to control
17 their crowds. The village board discusses it and
18 decides whether or not they're going to allow it.
19 And when they allow it they attach whatever conditions
20 they feel are appropriate to that such as security,
21 it has to be done at a certain hour. So that's the
22 other question he asked. The first two are conditions.

23 MR. VASSELLI: Sure. With regards to the --
24 Can I address the sound first?

1 MS. KEATING: It's your hearing.

2 MR. VASSELLI: Thank you. I will turn it over
3 to Dennis to address the sound. I will ask him to
4 step up. I know one part of it is we will utilize
5 them as minimally as possible. We will come in as
6 we did before. We will make the application as we
7 did before last year. We will work with the community
8 as we did before when we made the application for
9 the 2014 playoff game. Dennis has assured me as
10 stated in the staff report and during my presenta-
11 tion we're willing to do that. I will have Dennis
12 talk about the specifics, but we will use them no
13 longer than absolutely necessary. The minute
14 practically that we can turn the stadia speakers off
15 and not use them any more to mitigate the infringement
16 upon the nuisance ordinance we will do so. So, Dennis,
17 can you address this?

18

19 D E N N I S M O R A N,
20 having been first duly sworn, testified as follows:

21 Dennis Moran, president of Nazareth Academy
22 for the last ten years. Proud employee of the
23 Sisters of St. Joseph since 1979.

24 I have been in front of this council board

1 several times. I will address the reason why --
2 Let's start with the playoff game. We worked with
3 the village tightly to follow all the parameters and
4 restrictions that were asked of us. We worked with
5 the village board and the PD addressing safety issues
6 and parking.

7 So I know parking is a big issue. I will
8 go to that one first. Yes, we did have a great year
9 and yes, we were state champions. I think that that
10 playoff game was an anomaly for us because it was
11 exciting because we were undefeated at that point,
12 we were playing a team that was also undefeated, and
13 it was our first home game. A lot of alumni were on
14 campus. We not only hired our own security on campus,
15 we hired extra security from the PD not only for
16 LaGrange Road but also for the village itself making
17 sure we had safety ensured and the quietness and
18 uninterrupted in the neighborhood.

19 When our parking lot did fill we did have
20 Park Junior High as an alternate site. When the
21 parking lot was filled we also gave those people who
22 pulled up in a car a sheet of paper saying that Park
23 Junior High was an option to go to with paid shuttle
24 bus service to and from the game. And we had two

1 shuttle buses continually running. And the point of
2 handing them the sheet of paper and giving them
3 directions on the Park Junior High was to ensure
4 that we were hoping that they would not spill into
5 the neighborhoods.

6 Now, to go to some of the questions that
7 Emily said, we give our word we're going to work with
8 all the parking restrictions when we have lights.
9 Will we have rentals? No night rentals. No night
10 rentals. Nazareth football games, Nazareth football
11 games only.

12 Safety and security. We will continue with
13 everything that we did for that state playoff game.
14 So we had extra PD, we had people on Ogden Avenue.
15 We have requested Park Junior High and other areas
16 for parking. We will provide shuttle bus service.
17 We will do all that.

18 I am trying to address a lot of the questions
19 that were towards myself. Why do we want lights? We
20 want lights because in our conference we are the
21 only high school that doesn't have lights. Okay?
22 We want as a former football coach anything that any
23 other student has at another high school, whether it
24 be Catholic, Christian or public. But there is no

1 school in our conference or in this surrounding area
2 that has a home football field without lights on it.
3 So why shouldn't we have the same thing that every
4 other child has in every other community be it
5 Riverside, Hinsdale, Burr Ridge, LaGrange, LaGrange
6 Park provided. So we have done extensive research
7 on that.

8 Questions that came up, are we willing to
9 work with the neighbors. I pride myself I try and
10 return phone calls if I am in town on questions and
11 concerns. Yes, we will work with our neighbors. Yes,
12 we want you -- I too live in LaGrange. So proximity.
13 On the north end is North campus on the south end is
14 a Lutheran church. Do I have parking concerns on my
15 block? As you do. But when I bought the house 26
16 years ago I knew where I was buying. I love it. Why
17 do I love it? Probably because my passion is -- it
18 deals with kids. Okay?

19 Safety concerns. It is safer to play under-
20 neath the lights especially in the undue heat early
21 in the season. It is safer for the athletes. All
22 the studies out there you don't have all the heat
23 elements and all that goes along with it. And
24 honestly as a former athletic director for Nazareth

1 at some point in my tenure people asked when are we
2 going to get lights. They feel it's an undue
3 advantage that they have to play during the day when
4 all their games are at night.

5 How long will the lights be on. We have
6 to ask for a variance. We are going to go to the
7 conference and ask if we can start our games earlier
8 meaning that instead of 7:30 that we start at seven
9 o'clock. We don't control the first game. If the
10 first game goes a little longer you start 20 minutes
11 after the first game and thus you have the end of
12 the game later. We anticipate hopefully being done
13 at no later than 9:30. Can't hold me to that because
14 I can't control the time elements of a game. But
15 for the playoff game we were off the field before
16 nine o'clock. Of course we were up by 50 points too
17 at halftime, so it did help with that game.

18 The cooperation that we got from the
19 village -- And I want to -- Someone asked why didn't
20 we talk with LaGrange. I did all the communications
21 through LaGrange. And I don't know if I am okay to
22 ask the question here, but I did follow up with
23 LaGrange village hall and the PD asking if there were
24 any concerns for a learning point for our school,

1 did we do everything that we were supposed to do.
2 And the answer came back as Dennis, we didn't have
3 any problems. I think we did a pretty darn good
4 job. How did we do that? By collaboration. We
5 pride ourselves on collaboration. I want to work
6 with you. I want to make sure you're safe and happy.
7 I want to make sure you come to games. If you had
8 an opportunity to come see us this year we were pretty
9 darn good. I hope to see the same thing next year.

10 The one thing I can tell you too with the
11 high school Cube, our enrollment at games has gone
12 down. And the high school Cube is internet accessi-
13 bility to watch football games. So I have been
14 watching our enrollment at games go down because of
15 the high school Cube and the availability to watch
16 the games much like we watch maybe one of our hometown
17 teams. If the Bears aren't doing well you hit the
18 clicker and you walk out. We haven't seen the
19 attendance at Nazareth as we had in the past.

20 I will ask for any other questions, Cathleen,
21 if you have anything else that was directed towards
22 me.

23 CHAIRMAN BOYD: There was one question that was
24 raised about the speakers. I don't want to go back

1 and --

2 MR. MORAN: Great question. Mr. Clark's.

3 CHAIRMAN BOYD: Would your plan be to put these
4 speakers on the east side and face them west when
5 you put up the new light poles?

6 MR. MORAN: Yes, most definitely. Put them on
7 the poles and direct them out to the field. That's
8 the best way. Right now I don't know the height of
9 our press box, but obviously they're directed down
10 and project across. We are going to put them up on
11 the poles and direct them down to the field. So that
12 yes, it will be speakers on the poles going down to
13 the field and not being projected out. We have
14 worked with the village in questions and concerns with
15 the sound. Actually at some point if you are at a
16 home game someone might say they can't hear the
17 announcer at some point.

18 I just want to make a point of saying most
19 of the games that are being played at Nazareth that
20 are not Nazareth games are for our grammar school
21 youth teams. So we have St. Francis, we have
22 St. Cletus, we have a Pop Warner team out of Western
23 Springs because they don't have fields that can
24 accommodate all the games. So I get questions even

1 from our park district can we use your facilities.
2 You know, for so many years we didn't have facilities
3 and we borrowed and rented and everything else. It's
4 nice that we can give back, and it's nice that we
5 can give back to the community and have the kids
6 play on a great field in a safe environment. We
7 limit the sound system for them. I got a little beef
8 about the fact of not letting the cheerleaders and
9 pompoms not play the music, but we don't allow
10 Howard Cosell up there and announce the grammar school
11 games any more. We eliminated that. We try to keep
12 everything in perspective. We do allow them a minimum
13 halftime performance for the young ladies who are
14 also putting in time for cheerleading and pompoms.

15 MR. VASSELLI: There was a question about how
16 many games. Dennis, how long have you been an
17 athletic director of football teams?

18 MR. MORAN: Nineteen years as the head football
19 coach and five as the athletic director.

20 MR. VASSELLI: How many games in a normal
21 season?

22 MR. MORAN: We have 14 games in which we went
23 14 and O.

24 MR. VASSELLI: How many home games?

1 MR. MORAN: Last year I think we had five. No,
2 we had six home games, I believe. I am not really
3 sure.

4 MR. VASSELLI: How many proposed night games
5 would you have?

6 MR. MORAN: Five.

7 AUDIENCE MEMBER: Dennis, we had eight home games.

8 MS. KEATING: Do the five games include play-
9 off games?

10 MR. MORAN: It would include a playoff game.

11 MS. KEATING: One playoff game?

12 MR. MORAN: No, a playoff game. So we would
13 designate -- You know, next year will we have the
14 same kind of team? If we want two playoff games we
15 are going to have to cut some of our regular season
16 games to a day game working with the restriction we
17 are committing ourselves to five home night games.

18 CHAIRMAN BOYD: Just to clarify one thing --

19 MR. MORAN: Excuse me.

20 CHAIRMAN BOYD: You clarify first; then I will
21 clarify.

22 MR. MORAN: Me first? Okay. It's only for
23 football. Only football night playoff games.

24 CHAIRMAN BOYD: The question was earlier if you

1 talked about directing the speakers down -- and I
2 appreciate that -- will they only be on the west --
3 I'm sorry, the east side of the field now, or will
4 they be on both the east side and west side poles.

5 MR. MORAN: Not being a sound expert I think
6 you have to balance it out. It would be on all four
7 poles going straight down to the field.

8 The other question -- And I am not a
9 lighting expert either. The poles have got to be
10 constructed on the west side of the field high enough
11 to be over the bleachers to project down. Thus the
12 reason why we're asking for the variance. So we
13 have to be up -- we have to be behind the bleachers,
14 permanent bleachers, to go up high enough in order
15 to project the lights down. That's why we asked for
16 the variance on that side. And we would put the
17 speakers on the four poles, not just on the press
18 box projecting out to the east which they currently
19 are.

20 CHAIRMAN BOYD: What is the height of the stadium
21 now?

22 MR. MORAN: About 40 feet, the press box height.
23 So we're going to go up another 40 feet, I believe,
24 or 30 feet to project down.

1 CHAIRMAN BOYD: Okay. All right. I think you
2 can sit down.

3 MR. MORAN: Thanks.

4 CHAIRMAN BOYD: But I would like --
5 Mr. Vasselli, you can sit down for just one second.
6 What I would like to have happen, Mr. Flood, you are
7 an engineer. Would you step up to the microphone and
8 address specifically the lighting issues that we
9 have been talking about and what your review shows?

10

11 P A U L F L O O D,
12 having been first duly sworn, testified as follows:

13 Thank you. Yes, sir. Paul Flood, Hancock
14 Engineering, village consulting engineer.

15 We did review the information provided by
16 Musco Lighting for the photometrics, the proposed
17 lights and several iterations of the lights. We asked
18 for additional information and reviewed that as well.
19 And it is consistent with what's been presented this
20 evening by Musco Lighting regarding the heights,
21 making it a tighter spread to the field as far as
22 spillover lighting. It seems counterintuitive but
23 it's true. If you go up higher you can point them
24 at a greater angle facing down.

1 We had asked for additional information
2 from Musco Lighting regarding photometrics not just
3 at the property line what would be the light spill-
4 over but also at the rear building line for the
5 homes on Edgewood as well just to verify what we were
6 receiving and that we would be within the spirit of
7 the code and the letter of the code as well. And
8 that was what we also looked at.

9 We had looked at a couple of other issues
10 as well as far as like 30 feet up at the building
11 line to -- you know, if it would be spilling into
12 the bedroom windows and also other factors. All the
13 figures that were submitted reflected that the photo-
14 metrics met the code, exceeded the code, and that
15 the lighting would not create an unpleasant set of
16 circumstances not envisioned by the code. And
17 there's always the appearance -- I guess I just want
18 to be clear on that too -- that you will see a
19 brightness in the sky so to speak which is part of
20 the nature of lighting, but the actual spillover
21 does conform to the code.

22 CHAIRMAN BOYD: Have you had a chance to think
23 about the discussion about the more poles versus
24 fewer poles question and how would that affect your

1 knowledge?

2 MR. FLOOD: It would be consistent with what
3 was presented by Mr. Marsh that the height -- it is
4 not a function of needing more poles and making them
5 lower. That would, I think, create a set of circum-
6 stances where you would be looking at more light at
7 the property line, not less going for the 60-foot
8 height and additional lighting. It's just geometry
9 of how the lighting works.

10 CHAIRMAN BOYD: Okay. Thank you, Mr. Flood.
11 We're going to actually ask some questions ourselves
12 now. And I would like to begin with Mr. Lee down
13 here. I apologize. We have been sitting here for a
14 while. Do we need a break or are we okay?

15 MR. LEE: I am ready.

16 CHAIRMAN BOYD: Go ahead.

17 MR. LEE: A lot of my questions have been
18 answered, I guess, thorough this vetting process.
19 One of the comments that you had, Mr. President, was
20 around the number of night games, and you said it
21 would be limited to five a year unless you had play-
22 off games and then you would cut the regular season
23 games. How do you know if you have a playoff game
24 until the season is over? So if you have already

1 had your five during the regular season --

2 MR. MORAN: Right now we have five home games
3 next year. We plan on having four day games -- excuse
4 me, four night games keeping one in our pocket for,
5 hopefully, that playoff game. Different than all
6 the high school sports you have to earn a berth to
7 get in the Illinois high school football playoff.
8 Even five victories does not give you the berth. You
9 have to have quality points. Usually quality points
10 in our conference is pretty darn tough. Arguably
11 we're in one of the toughest Catholic conferences in
12 the State of Illinois. You have to have quality
13 points in order to be in the playoffs. From that
14 point on it's based on the rating of your team if
15 you get a home or away game. So we do have that
16 option, do we want a home game if we get picked into
17 the playoff game. If we're five and four we are on
18 the road. This year we were nine and zero. We were
19 at home. So the higher the seed the better the
20 record you get the option of -- you got the home date.
21 Now you have the option of setting the date. If
22 we've already used our five games obviously we are
23 not going to go to the sixth because we have already
24 used our five home dates.

1 MR. LEE: Okay. Thank you. And maybe this is
2 a question for Emily and staff. Have we looked into
3 any of the cutting off access around the Richmond
4 entrance there?

5 MS. RODMAN: Vehicular access is already
6 prohibited per previous approval with Nazareth. So
7 that gate at the end of Richmond is by village ordi-
8 nance supposed to be closed at all times and only
9 open and available for emergency access. That is
10 also what staff is recommending be a condition of
11 not this particular approval we're talking about
12 right now; that's really more appropriate for the
13 site plan approval for the building addition which
14 we'll get to here later this evening. But yes, that
15 existing prohibition we are recommending continues
16 to be in place.

17 There is access -- For those of you that
18 are familiar there is pedestrian access. There is a
19 sidewalk that does go -- flow on Richmond into the
20 Nazareth property that is not blocked, but the actual
21 roadway is blocked and will continue to be blocked
22 as well as Woodlawn. So access is only permitted
23 from Ogden.

24 MS. KEATING: Lee, I believe the audience

1 question was why won't the village require them to
2 block the pedestrian access as a way of discouraging
3 people from parking in that neighborhood.

4 MR. LEE: Especially on a night game.

5 MS. RODMAN: That is not something we've
6 discussed internally. It's certainly something we
7 could evaluate.

8 MR. LEE: I don't have anything else. I have
9 other comments, but we'll save those for the general
10 discussion. But my questions have been answered.
11 Thank you.

12 CHAIRMAN BOYD: Okay. We're actually asking
13 questions of both the applicant and staff now.
14 Mr. Studwell?

15 MR. STUDWELL: I know that the ordinance is for
16 a 60-foot height. The other high schools in the
17 area, what is the height on their lighting systems?
18 Can anybody answer that?

19

20 D A V I D M I L L E R ,
21 having been first duly sworn, testified as follows:

22 David Miller, Musco Lighting.

23 The area -- I will name a few projects in
24 the area, high schools. Montini High School, they're

1 at least 70-foot poles or 80. UIC, Providence
2 Catholic, St. Francis, Harvey, Glenbard West, all of
3 these are at least 70-foot poles.

4 MR. STUDWELL: LT High School? Lyons Township?

5 MR. MILLER: I am not sure on that one.

6 MR. STUDWELL: Okay. I am still a little -- I
7 am quite a bit confused and concerned about the fact
8 that we're showing about 600 spaces on site for
9 Nazareth and then the continued impact to the
10 surrounding community. I think that one of the
11 methods is you really do have to look at access or
12 ready access to the site. So I think that ought to
13 be a condition of any site plan or any kind of review
14 is the idea that we do restrict access off site to
15 discourage the off-site parking.

16 MS. RODMAN: Pedestrian access?

17 MR. STUDWELL: Yes, pedestrian access. If it's
18 easy for somebody to get in and out adjacent to the
19 property and they can just skip over a fence it's
20 encouraging that type of behavior.

21 Also you talked about restricting --
22 Mr. President, you said that you're restricting the
23 number of night games to five night games. That's
24 for football only. The other events that you're

1 going to have, they're going to be done at eight
2 o'clock. Is that correct?

3 MR. MORAN: To answer your question that's
4 correct. All the other games would be done -- if we
5 had a night game would be done by eight o'clock
6 definitely.

7 MR. STUDWELL: Right. So you are not building
8 it just for football; you are building it for lacrosse,
9 soccer, anything else that you play.

10 MR. MORAN: Can I give you an example of what
11 just happened last week? We had two lacrosse games.
12 One went over because the team had some bus problems.
13 They got there late. The second game was started.
14 Because of safety we had to end the game at dusk
15 because kids were getting hit with the ball. And
16 then they had to go home, get another bus -- rent
17 another bus, come back, and we had to hire officials
18 for another 30 minutes of the game for the second
19 half. Thus if the lights would have went on we would
20 have never had that problem.

21 MR. STUDWELL: Okay. So there are other night
22 games. It's just the football night games are the
23 ones you're restricting to five. Correct?

24 MR. MORAN: Yes, sir.

1 MR. STUDWELL: I wanted to make that clear.

2 That's it.

3 CHAIRMAN BOYD: Ms. Domagalski?

4 MS. DOMAGALSKI: First of all I want to say to
5 all the neighbors that came out tonight we have been
6 -- it's been long and, obviously, you're all still
7 here. Not a single person has gotten up. Clearly
8 this is something that's very important to all of
9 you. And so I appreciate the fact that you have come
10 here tonight and shared your concerns with us. It's
11 very helpful as we make this decision.

12 As my other board members had asked, I am
13 not going to go into the number of games but it
14 sounds -- because you just answered that question.

15 I had a question about the District 102,
16 the Park Junior High School parking scenario. Is
17 that an official arrangement? Is it documented with
18 the school board? How is that arranged, or is it
19 just kind of a handshake deal?

20 MR. MORAN: No. Upon any type of use public or
21 private you have to supply a certificate of insurance,
22 and there's a formal request process that you fill
23 out paperwork. Though I have requested Park Junior
24 High of proposed dates for next year's games, okay,

1 at night, I am waiting for a hearing. That has to
2 go through their internal board on that. So it's a
3 formal process, and along with that process is a
4 certificate of insurance.

5 MS. DOMAGALSKI: So what I am hearing you say
6 is at this point in time although you hope, you
7 intend, you expect to have additional parking --
8 overflow parking at Park Junior High school it is
9 not secured on an ongoing basis. There is no contract
10 in place.

11 MR. MORAN: With no disrespect, we haven't been
12 granted permission for the lights yet so I can't get
13 permission to use their property for night games.

14 MS. DOMAGALSKI: And then my follow-up question
15 is if that were granted from what I understand your
16 earlier statements you would only be getting them on
17 a case-by-case basis. You wouldn't have an overall
18 agreement for the following school year for a period
19 of years where you would have an agreement with them
20 for the use. Is that correct?

21 MR. MORAN: I can't answer for them. I would
22 put in my application just like I have this year.

23 MS. DOMAGALSKI: So it is an annually --

24 MR. MORAN: I would annually like I would to

1 the village following a requirement for a variance
2 for sound and noise for starting and the end of the
3 game. And annually I would ask Park Junior High for
4 their parking on the nights that we were granted
5 permission to have night games.

6 MS. DOMAGALSKI: Okay. Then another question
7 that I have relates to when the games are over. How
8 would Nazareth propose the lights go out? I mean the
9 last play of the game? When do the lights go out?
10 Does the field need to be cleaned? Do people need
11 to get out of the stands safely? How would you manage
12 the lights going off? So we're already past our ten
13 o'clock or whenever the game ends. How long in time
14 would that remain on?

15 MR. MORAN: I think it took us about 20 minutes
16 to get the parking lot cleared out. And we had the
17 lights off within 30 minutes of the completion of
18 the game. We are not worried about cleaning the
19 bleachers per se that night. We have a crew ready
20 for the next morning. It's more for the safety of
21 people getting in their cars and off campus safely.
22 That's what I worked with the PD on. When I got the
23 PD's, you know, how are we doing out in front -- We
24 had radios. Another thing with security is we're all

1 connected to the same radio system communicating to
2 each other. How are we doing up front. Parking is
3 is gone. Okay. People are out of the stadium. Lights
4 are off. So last year it was about 30 minutes after
5 completion of the game. Again a lot of people at
6 that game. But giving people a timely fashion to
7 leave campus safely.

8 MS. DOMAGALSKI: Okay. This is maybe more a
9 question for Emily or for staff. Was there any
10 discussion or consideration providing any additional
11 landscaping along the western property fence for the
12 folks that are on Edgewood to help mitigate any light
13 overflow? I mean it sounds like it's de minimis,
14 but there would be sort of a halo effect if I under-
15 stand what our engineer was saying.

16 MS. RODMAN: There is landscaping proposed
17 that's really part of the site plan for the building
18 addition because that area is being impacted by the
19 construction related to the building addition. So
20 that's been -- It's not the subject of this
21 application.

22 MS. DOMAGALSKI: I am talking about additional
23 landscaping that would be further north, north of
24 Richmond.

1 MS. RODMAN: North by the field?

2 MS. DOMAGALSKI: Yes.

3 MS. RODMAN: No. There is no proposed and none
4 required by the code, no.

5 MS. DOMAGALSKI: I had another question, Emily,
6 for you. I know from previous discussions you
7 weren't here when the standards -- when the current
8 code was put in place, but 60 is not an arbitrary
9 number. So I imagine that 60 was chosen. If there
10 is someone that can speak to why we have that as a
11 standard that would help determine.

12 MR. FLOOD: I don't know exactly why. I didn't
13 produce the code, but it's a fairly tall pole. I
14 think it wasn't necessarily envisioning the circum-
15 stances that we have at Nazareth.

16 MS. RODMAN: It may have been more related to
17 the park district need. We have lighting at some of
18 our parks. But I don't know for sure.

19 MS. DOMAGALSKI: Sounds like there are two parts
20 to this provision in the code; there's the height of
21 the pole and then additionally there is the light
22 level at adjacent properties. And so from what I
23 understand from the discussion this evening, the
24 applicants are meeting the -- regardless of the

1 height of the pole the impact on the neighborhood
2 based on just the lights is in line with what the
3 code is.

4 MS. RODMAN: Right. It's actually -- The
5 lighting level at the property line is actually below
6 what the code allows.

7 MS. DOMAGALSKI: Okay.

8 MS. KEATING: If I could add to that too, when
9 our current zoning code was adopted much of -- I
10 would say roughly 60% of the regulations in the 2011
11 version of the zoning code were brand new. They
12 regulated things that had never been regulated before.
13 We hired a consultant, the Camaros Company, who has
14 experience. They have written Riverside and a lot
15 of local villages' codes. And I will tell you with
16 some certainty there was no discussion at any of the
17 public hearings or among the zoning board of appeals
18 members about the height of light poles.

19 Another thought that I had is it's possible
20 that our consultant put in the 60-foot height as a
21 generic this is what most football fields require.
22 The difference with the Nazareth field and I think
23 one of the reasons why the taller poles are needed
24 is because there's very little land around that field

1 between the eastern edge of the field and the homes
2 that abut it. Compare that to Lyons Township High
3 School and some of these other bigger high schools
4 like Riverside Brookfield that seem to have much
5 larger football fields with a big -- a lot of other
6 stuff around them. So I don't know that to be true,
7 but I do know that the 60 feet was in there with no
8 discussion and no deliberation. It was in there at
9 the recommendation of our consultant.

10 CHAIRMAN BOYD: Well, I was on the board at the
11 same time and I can concur with that assessment. We
12 did not discuss height of light poles in the four or
13 five public hearings we had on the new zoning code.

14 MS. DOMAGALSKI: Another question for Naz. It's
15 more of an operational question. Would you anticipate
16 that concurrently with a football game there could
17 be some kind of fall choir concert or sort of a
18 perfect storm if you will of extracurricular activities
19 going on?

20

21 D E B O R A H T R A C Y,
22 having been first duly sworn, testified as follows:

23 Deborah Tracy, the principal at Nazareth.

24 Thank you.

1 Absolutely not for those fall Friday night
2 football games. We would absolutely not allow any-
3 thing else to be happening on campus at that time.
4 That would include our theater, school, anything.
5 Those nights would be dedicated to the football game
6 and football game only.

7 MS. DOMAGALSKI: Another bit of operational
8 question. This relates more to the nuisance issue.
9 Part of the issue with the noise -- the village's
10 noise ordinance and having to ask for relief from it
11 is would there be any way to start the games earlier
12 in the evening so that then the games would conclude --
13 sounds like you attempted for seven o'clock but even
14 earlier than that? Would that be an option?

15 MR. MORAN: I think the distance from other
16 schools to get to us prohibits that. So if we could
17 we'd do that. That's one of the things that -- A
18 point also to note: This year's playoff game was on
19 a Saturday night. It prevented us from going to other
20 sites for parking. I did go to St. Francis, but they
21 had six o'clock or five o'clock mass at that point.
22 So there might be other alternative sites for us to
23 look at on a Friday night that we weren't able to
24 get to.

1 To answer your question we'd love to start
2 earlier if the other conference teams could get
3 there. If possible we're going to try to do that.
4 If a team can get there at 3:30, four o'clock we'd
5 love to start the game at four o'clock thus finishing
6 the first game by, hopefully, 6:00 and maybe the
7 varsity game started by 6:20. But we don't control
8 that. It's working with the schools and the distance
9 that they're traveling to us.

10 MS. DOMAGALSKI: That's another point, I guess,
11 and I hadn't realized it. We're talking about multiple
12 games on those nights. So if team XYZ comes to play
13 against you they're bringing not just their varsity
14 team but they're bringing younger players or other
15 teams that would play first and then there would be
16 a second game after that?

17 MR. MORAN: Yes. Standard in the Illinois High
18 School Association and most conferences there's a
19 pregame, frosh-soph game or a sophomore game prior
20 to the varsity game. Correct.

21 MS. DOMAGALSKI: Okay. And then you talked a
22 little bit about some of the conditions. And it
23 seems like -- Actually that was already covered.
24 That's it. That's it for me.

1 CHAIRMAN BOYD: Thank you. Do we have any
2 other questions for the applicant or the staff?
3 Okay. Mr. Vasselli, I am going to hate myself for
4 doing this, but I am going to give you one minute to
5 add to anything that's been said tonight.

6 MR. VASSELLI: Absolutely. Thank you very
7 much. Sr. Pat, will you step up?

8 SR. BERGEN: For what?

9 MR. VASSELLI: We just want to make sure you're
10 on record saying you are endorsing the project and
11 that you are the neighboring -- the landlord.

12

13 S R . P A T B E R G E N ,
14 having been first duly sworn, testified as follows:

15 We are the owners of the property.

16 CHAIRMAN BOYD: Will you state your name for
17 her?

18 SR. BERGEN: Pat Bergen. I am a resident of
19 1515 West Ogden and the leader of the community of
20 the Congregation of St. Joseph's. We own the property.

21 And yes, we stand behind what was just
22 said. I think as a former -- All my life I was
23 raised in LaGrange. I attended school in LaGrange
24 Park and LaGrange. And I can tell you that these

1 villages hold in highest team quality education. It
2 enhances both villages. And I really believe we
3 offer a school that is of absolute excellent quality
4 curriculum, spiritual, social, physical, the whole
5 person. Thank you.

6 CHAIRMAN BOYD: Thank you. You have got 15
7 seconds if you want to add anything.

8 MR. VASSELLI: I can't top that, Mr. Chairman.

9 CHAIRMAN BOYD: Okay. Emily, do you have anything
10 else to add?

11 MS. RODMAN: You know, actually I think most of
12 the comments have been addressed.

13 I guess I would maybe just like to clarify
14 one comment. And I will turn it over to our police
15 chief about the complaints. I think there was an
16 assertion made about the number and type of complaints
17 the village has received. And so maybe I will turn
18 it over to him to explain whether we got any complaints
19 related to the playoff game and then to address the
20 types of complaints or concerns that we receive during
21 regular Nazareth events and how the police department
22 has worked with Nazareth to mitigate those impacts.
23 Chief Rompa?

24

1 E D W A R D R O M P A,
2 having been first duly sworn, testified as follows:

3 Chief Ed Rompa, chief of police.

4 We have had some complaints. There is
5 complaints on parking, there is complaints on other
6 things. We had zero complaints the night of the
7 playoff game. Okay? On the playoff game itself we
8 had an officer assigned to Edgewood on foot, to
9 Edgewood on foot only for that area throughout that
10 game. We had other personnel.

11 I have worked with Nazareth over now
12 probably maybe ten years of setting up an establishment
13 of security that they have our off-duty personnel
14 that work their security. So when their security is
15 assigned they're also some of my off-duty officers
16 working that. So not only do we have off-duty
17 officers working their security, then we manage how
18 many officers we need for the site on that. So we
19 add that to the premises.

20 We're also looking at expanding the
21 restrictions for parking during the games to help with
22 some areas. The one area of Richmond and Woodlawn
23 we'd look at putting no parking at all in that deadend.
24 We'd look at adding one side of parking possibly down

1 Richmond as well as some areas adjacent that go also
2 east and west not just to the north and south. We're
3 looking at all options that make it better.

4 And then also work with LaGrange so that
5 LaGrange knows how we've kind of established things
6 so they would look at having an officer that would
7 be in their area at the same time that we would have
8 one in that area also on foot or patrolling the area.
9 So we'd work in tandem.

10 So to say how we looked at some things,
11 since 2012 there's been different parking issues,
12 there's been different things that we've went to and
13 looked at different areas. It's not just specific
14 to the games themselves. We've looked at other
15 things throughout and from different angles throughout
16 the whole time.

17 But with that in correlation with the
18 playoff game specific which was that one night game,
19 and the gentleman who came up from 410 North Edgewood
20 who I don't know personally said that it was done
21 superb, the reason why is because we had extra even
22 put on and we're even going to add extra to that.
23 And what I mean is we're going to have signs posted
24 possibly on the parkways to say event coming ahead.

1 We are going to be looking at possibly working with
2 Nazareth to also have -- if their parking area is
3 full to have a sign say full lot and have an arrow
4 pointed down towards Park Junior. We'll work with
5 Park Junior on how they're going to assign their
6 Friday night live dance events who we also have
7 officers who work those events. So I know when
8 those events are on as well. So we'd work with that
9 once Nazareth gets approval for that site. We then
10 would have an arrow pointing into their parking area
11 that would come off the parkway to show people where
12 to go, not just for only a handout being given.

13 We're also working with possibly Homeland
14 Security on getting a bubble lighting. We are not
15 going to put it right by Ogden, but we're going to
16 put it a little farther in so we can have an additional
17 ingress/exit entry point that people realize where
18 it's at but not that it's a focal point off Ogden so
19 people don't just keep turning their heads and causing
20 accidents. We've had absolutely not one accident on
21 Ogden in five years by Nazareth.

22 CHAIRMAN BOYD: Chief, thank you very much.
23 Could I have a motion to close the public hearing?

24 MS. DOMAGALSKI: So moved.

1 CHAIRMAN BOYD: Second?

2 MR. STUDWELL: Second.

3 CHAIRMAN BOYD: Any discussion? All in favor
4 say aye.

5 (A voice vote was taken.)

6 CHAIRMAN BOYD: Okay.

7 (Which were all the proceedings had
8 and testimony taken at the public
9 hearing of the above-entitled cause.)

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**FINDINGS OF FACT
VILLAGE OF LA GRANGE PARK ZONING BOARD OF APPEALS
1209 W. OGDEN AVENUE – NAZARETH ACADEMY
CASE NO. 2015-03**

WHEREAS, Nazareth Academy, referred to as the “Applicant,” on March 13, 2015, filed an Application for Site Plan Review and an Application for Variation to seek approval for the installation of permanent field lighting on the property located at 1209 W. Ogden Avenue, referred to as “Subject Property”; and

WHEREAS, as part of its Site Plan Review process for installation of four light poles on the Subject Property, the Applicant is requesting a variation from the maximum permitted height for light poles for outdoor recreation facilities to permit installation of two light poles seventy feet in height and two light poles eighty feet in height on the Subject Property; and

WHEREAS, a public hearing was held before the Zoning Board of Appeals of the Village of La Grange Park, Illinois, May 19, 2015, pursuant to notice and publication as required by law; and

WHEREAS, the public hearing was opened at 7:00 p.m. on May 19, 2015, and pursuant to unanimous vote of the Zoning Board of Appeals on May 19, 2015 the public hearing was concluded; and

WHEREAS, deliberation of the Applicant’s applications was continued to May 27, 2015; and

WHEREAS, at the conclusion of Applicant’s presentation, the Zoning Board of Appeals voted unanimously to approve the Nazareth Academy Field Lighting Improvements, as prepared by Solomon Cordwell Buenz, identified as Project No. 2013040, consisting of one (1) sheet, dated March 13, 2014, subject to the following conditions:

- a. That the Zoning Board of Appeals site plan approval is conditioned upon approval by the Board of Trustees of the Village of La Grange Park of the variation requested by applicant.
- b. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in LaGrange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in LaGrange) (both areas collectively referred to as the “Affected Area”) of regularly scheduled home football games by August 1st of each school year and at least 30 days prior to each other planned event that might extend beyond 9:00 p.m.; and

- c. That the applicant be required to request relief from the Village's nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- d. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and
- e. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- f. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide such signage directing patrons to those areas as is approved by the La Grange Park Police Department; and
- g. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- h. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- i. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- j. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and to remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- k. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- l. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction so that sound transmission to surrounding areas is minimized; and

WHEREAS, based upon documentary evidence and testimony presented by Applicant and members of the public, the Zoning Board of Appeals makes the following Summary of Facts, and pursuant to Section 4.3.F of the La Grange Park Zoning Code, makes the following Findings of Fact:

SUMMARY OF FACTS. The Applicant is proposing to install four permanent light poles on the existing football field. Two of the light poles will be located west of the existing grandstand and are proposed at 80' in height. Two additional light poles are proposed on the east side of the stadium at 70' in height. The Applicant is proposing to install the lighting in order to facilitate the use of the stadium after dark. Specifically, the Applicant would like to shift some of its Saturday afternoon football games to Friday evenings in order to be consistent with other schools in their conference. The Applicant will hold no more than five night games annually. Games are anticipated to end between 9:30 and 10:00 p.m. The lights will also be used for additional sports throughout the year (e.g. soccer, lacrosse) and practices, which will conclude by 8:00 p.m. The stadium lights will be used only for Applicant's events and not for events sponsored by organizations that rent the stadium. The Applicant anticipates it may also use the field for non-athletic events, such as Relay for Life. The applicant has indicated it is aware of the Village's nuisance regulations which restrict the use of its sound system past 9:00 p.m.

To facilitate the installation of the light poles, the Applicant is requesting a variation from the maximum permitted height for light poles for outdoor recreation facilities to permit installation of two light poles seventy feet in height and two light poles eighty feet in height on the Subject Property.

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 addition of permanent field lighting will allow the Applicant to fully utilize the stadium, in a manner similar to other schools in the same conference. The requested relief is necessary in order to limit light spillage to the surrounding residential areas and to provide increased focus on the field. The additional height will also ensure there is adequate light for safe play as it is possible that a football may be punted above the sixty foot height currently allowed by the Zoning Code. The additional height will ensure the football will be visible at all times during the game and will provide illumination to the grandstands to ensure the safety of spectators.
- 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.** Due to the relative size and width of Applicant's property and its close proximity to adjacent properties, the

requested relief (light poles which exceed the maximum height allowed by the Zoning Code) is necessary in order for Applicant to fully utilize the stadium while minimizing light spillage to neighboring properties. Any institution of this kind seeking this improvement would need to apply for similar relief. The need for this variation is not due to the personal situation of the Applicant.

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

The proposed variation will not alter the character of the neighborhood. The stadium is existing and the variation will simply allow the Applicant to utilize the stadium in the evening. Applicant's high school coexisted with the surrounding neighborhood for many years. The installation of the lighting poles will allow the Applicant to have permanent lighting in place for night games and practices. Finally, the granting of the variation for the height of the poles would allow for a reduced impact on surrounding properties (versus installing the lights per the Zoning Code).

Regarding the request for the variations outlined above, the Zoning Board of Appeals voted as follows:

AYES: Domagalski, Lee, Studwell, Chairman Boyd

NAYS: None

ABSENT: Lampert, Griffen

The affirmative vote was subject to following the conditions:

- a. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in LaGrange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in LaGrange) (both areas collectively referred to as the "Affected Area") of regularly scheduled home football games by August 1st of each school year and at least 30 days prior to each other planned event that might extend beyond 9:00 p.m.; and
- b. That the applicant be required to request relief from the Village's nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and
- c. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and

- d. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- e. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide such signage directing patrons to those areas as is approved by the La Grange Park Police Department; and
- f. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- g. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- h. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- i. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and to remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- j. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- k. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction so that sound transmission to surrounding areas is minimized.

RESPECTFULLY SUBMITTED this 16th day of June, 2015.

**VILLAGE OF LA GRANGE PARK
ZONING BOARD OF APPEALS**

By: _____

ORDINANCE NO. 1009

**ORDINANCE GRANTING CERTAIN
VARIATIONS FOR 1209 W. OGDEN AVENUE – NAZARETH ACADEMY
(PUBLIC HEARING NO. 2015-04)**

WHEREAS, on or about March 13, 2015, Nazareth Academy, referred to as the “Applicant” filed an Application for Site Plan Review and an Application for Variation to seek approval for the installation of permanent field lighting on the property located at 1209 W. Ogden Avenue, referred to as “Subject Property”; and

WHEREAS, on April 29, 2015 the Village of La Grange Park published a legal notice of public hearing before the Zoning Board of Appeals of La Grange Park to consider the variation at a public hearing on May 19, 2015, at 7:00 p.m.; and

WHEREAS, upon conclusion of the public hearing the Zoning Board of Appeals recommended to the Village Board of Trustees that it grant the variations requested in the Application, subject to certain conditions and based upon certain Findings of Fact, a true and correct copy of which is attached to this Ordinance; and

WHEREAS, the Board of Trustees of the Village of La Grange Park, have reviewed the Application, public notice and Findings of Fact, and have publicly discussed this issue at a Village Board Work Session on July 14, 2015.

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 variation from Section 12.3.C.1.b of the Zoning Code is hereby granted to permit two (2) light poles to be installed up to seventy feet (70’) in height and two light poles to be installed up to eighty feet (80’) in height.

SECTION 2: That the variation granted in Section 1 of this Ordinance is subject to the following conditions:

- a. That the applicant be required to notify the Village of La Grange Park, the Village of La Grange, and all residents in the area extending north from Ogden to Woodlawn, between Edgewood and Brainard (in La Grange Park) and all residents in the area extending for 2 blocks south of Ogden between Willow Springs Road and Brainard (in La Grange) (both areas collectively referred to as the “Affected Area”) of regularly scheduled home football games by August 1st of each school year and at least 30 days prior to each other planned event that might extend beyond 9:00 p.m.; and
- b. That the applicant be required to request relief from the Village’s nuisance regulations for all scheduled night home football games in advance of the first home football game of the school year and to request relief from the

Village's nuisance regulations for any events that may extend beyond 9:00 p.m. at least 30 days prior to each such event; and

- c. That the applicant reimburse the Village of La Grange Park and the Village of La Grange for the cost to install temporary "No Parking" signs on one side of each residential street in the Affected Area for each home football game; and
- d. That the applicant reimburse the Village of La Grange Park for all costs associated with providing additional police personnel as determined by the La Grange Park Police Department for the purpose of ensuring adequate traffic circulation, pedestrian safety and public order; and
- e. That the applicant be required to provide adequate on-site and off-site parking for each night home football game and any other planned event utilizing lights in the stadium that may extend beyond 9:00 p.m. and to provide such signage directing patrons to those areas as is approved by the La Grange Park Police Department; and
- f. That the applicant shall not allow any entity renting its football field for any purpose to utilize lights; and
- g. That the applicant shall install a gate across the pedestrian access at Richmond Avenue and lock the gate by 4:00 p.m. on the day of all night football games and provide temporary signage prohibiting pedestrian access during night football games; and
- h. That the sliding gate at the Richmond Avenue access to the property be used for emergency access only and remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- i. That the applicant shall install a sliding gate across the access to its property at Woodlawn Avenue to be used for emergency access only and to remain locked at all times, utilizing a locking mechanism that is approved by the La Grange Park Fire Department; and
- j. That the applicant shall utilize lights for no more than five (5) night home football games per school year. Any other use of the lights by applicant other than as specifically approved by the Village Board pursuant to a granted exception from the nuisance regulations shall end by 8 p.m.; and
- k. That the applicant shall reattach all speakers in and around the stadium to the light poles in such a way that sound is directed onto the field and bleachers and not in an easterly direction so that sound transmission to surrounding areas is minimized.

SECTION 3: The property that is the subject of the variation granted in Section 1 of this Ordinance is commonly known as 1209 W. Ogden Avenue and is legally described as follows:

LOT 1 OF SISTERS OF ST. JOSEPH OF LA GRANGE SUBDIVISION #1, PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SECTION 4: 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 5: 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 14th day of July 2015.

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

ATTEST: _____
Amanda Seidel
Village Clerk

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

AYES:

_____	_____
_____	_____
_____	_____
_____	_____

NOS:

_____	_____
_____	_____

CERTIFIED TO BE CORRECT:

Village Clerk

APPROVED AS TO FORM-
VILLAGE ATTORNEY 6/29/15

May 26, 2015

Village of LaGrange Park
Attn: Village President and Village Board Members
447 N. Catherine Ave.
LaGrange Park, IL 60526

RE: Nazareth Academy Site Plan Review and Variations

Dear Dr. Discipio and Village Board Members:

I am writing to express my concern about the Nazareth Site Plan Review and Variations to their property, which is currently under consideration. I was able to attend the ZBA meeting on Tuesday, May 19th, but only after being alerted by a concerned neighbor the day before. Given the magnitude of the request, I would have expected much better communication from Nazareth with its neighbors. From what I have been able to gather over the past week, this project has been in the works for over a year and there has been no outreach to the adjoining and directly impacted neighbors.

As I read the zoning variance request, the primary reasons for approval of the lighting variation seem to be (1) Nazareth is currently deprived of full utilization of the Stadium as built today, (2) Fan's will be deprived of watching night football - and that the team/school will somehow be at a competitive disadvantage because recruiting will be impacted, and (3) Player safety.

I'm not exactly sure how not approving this variation request makes the Nazareth less competitive, seeing as how they just won the Class 6A State Championship last Fall playing home games during the day, or is a safety issue, since the playoff game played last November was played under in-compliance temporary lighting structures. Certainly the administration at Nazareth and Rockford Boylan, as well as the IHSA, would not have approved a night game played under temporary lighting at Nazareth Academy if there was even a hint that the zoning approved 60' structures made the game unsafe. Further, Mr Moran argued early season day games were a health risk. While a number of people would argue that contention does that mean all of Nazareth's early season practices will now be conducted at night so as not to pose a health risk?

While I am not necessarily opposed to the Site Plan Review and Variations, I do feel that Nazareth Academy has poorly communicated the plan that they have had on the drawing board for an extended period of time. A Plan that has potential impact on home valuations they knew would be controversial for the neighborhood should have been addressed long ago. This Plan deserves time and study and doesn't require an expedited response.

I do think that any approval for the Nazareth Site Plan Review and Variation should be subject to the following minimum conditions:

1. Limit night usage to Nazareth Academy sporting events only, unless proper Village procedures are followed,
2. Enlist an independent review of lighting plan and described spillage submitted by Nazareth to support rationale for waiver,
3. Since one of the standards for a variation requires specific evidence that the variation "will not be detrimental to the public welfare in the neighborhood which the subject property is located", Nazareth Academy should provide a comprehensive plan explaining how the school will deal with increased congestion, noise, traffic, parking, and litter other than "having additional security personnel",
4. Provide more information about the number of nights when there will be night field usage. Does this mean every Monday - Saturday beginning in August? Is it more/less?
5. Any audio speakers from the sound system be mounted directionally facing West, as promised previously,
6. Provide a detailed plan how Nazareth plans to deal with their stated expected future breaches of the current 9 pm Sound Ordinance. The Village has this Ordinance for a reason, asking for forgiveness for a future intended breach is unacceptable,

I do not believe these conditions create any undue hardship for Nazareth Academy and certainly seem to be consistent with the spirit of their intention. With that said, it is not unreasonable to request these as conditions be included in any approval minutes and accepted by Nazareth as constructive feedback from the surrounding neighborhood.

Sincerely,



Jeff Kilrea
429 Malden Ave.
LaGrange Park, IL 60526

Emily Rodman

From: sharon ariola
Sent: Thursday, June 25, 2015 11:19 AM
To: Emily Rodman
Subject: Nazareth lights: Comment letter
Attachments: Village of La Grange Park letter 6-25-15.docx

Emily-

I understand that you will distribute the letter below (same also attached) for the July 14th Village meeting. Please let me know this was received. Thank you.

Sharon Ariola

Date: June 25, 2015

To: La Grange Park Village Board

Re: Nazareth lighting variance

I attended the variance meeting to listen to the comments of concerned, and a few truly angry, neighbors and would like the Village to consider my comments as well:

1. Consider the fact that hundreds of people live in the area; a small number of neighbors speaking out should not affect what conditions are put on the school. (I plan to write a letter to the Doings regarding their article to point out that neighbors in favor of the school and lights were also interviewed, but they only included the negative comments.) I feel that this Village is being bullied into thinking this is the way everyone feels. It is just not true. It is just another case of NIMBY. I guarantee they will be attending Friday night lights and festive games with speakers and music at their children and grandchildren's school, which is not Nazareth, and enjoy them!!
2. We purchased the home specifically for the fact of the high school location. We also paid top dollar. The resident who claims he is in "real estate development and we are all fooling ourselves if we don't think our real estate values are going down because of Nazareth" should do a little research. Also, to live in an urban-like setting such as ours, you cannot control your neighbors. Next time these people complain, they should be told by the Village that they need to really re-evaluate their choice of living environment. Senior communities and/or country living would provide the more quiet, private environment they seek. They are not being forced into living here. The property has been a school for many more years than any resident has owned a home. The school needs to change with the times.
3. It creates a positive environment to teenagers. What are these people asking? If they were given the choice, there would be no games, no noise, and no kids driving to campus??? I am sure these people are why I can't hear the band practicing after school like we did years ago. We enjoy the music and noise of coaches and kids. It is all positive and keeps the kids focused and safe!! There are plenty of statistics to back up that fact that athletes are less likely to use drugs or alcohol and engage in sexual activities and commit to a healthier lifestyle overall. Why put restrictions on healthy fun?
4. Parking seems to be the biggest issue. These events will occur approximately 10 times a year. (Out of 365 days! Please keep this in mind.) The parking issue should only be addressed if it is a safety issue. If it is a safety issue, then it is a safety issue for all streets in the Village. The conditions put on Nazareth for games to not allow parking on one side for x# of blocks from the event, should be required for all events in all parks and schools. This would include baseball games at parks, soccer games at parks, any events at any school in the Village, meetings at Village Hall that may cause parking on both sides, etc.... Otherwise you are unfairly imposing a hardship that is directed only at this private catholic school. Also, the restriction should only be for the hours of the event. The fact the restriction went up on a Friday night and lasted until Monday am for a 10am Saturday baseball event recently was an unnecessary inconvenience for those of us that live here. A note again for the vocal neighbors regarding the parking "problem"- I am sure they attend their children's/grandchildren's games or productions and park in front of someone's house that lives across from a park, school, or church many more times than someone parks in front of their house!! The old saying "Do as I say, not as I do" comes to mind.....
5. Lastly, the variance was for additional height for the light poles, not permission for the light poles. It was to avoid the lights shining into adjoining neighbor's homes and provide better lighting on the field. Given that the Village was very clear on this

fact in the notice, it should be recognized that these people will look for any opportunity to complain. One group went as far to hire a lawyer....just to complain! They will be complaining no matter what is done. Again, they are a small majority that focuses on such a small problem although it really should be categorized as a nuisance. A nuisance that occurs 6-10 times a year.

Thank you for your consideration,

Sharon Ariola

440 N. Edgewood

Emily Rodman

From: [REDACTED]
Sent: Friday, June 26, 2015 12:51 PM
To: Emily Rodman
Subject: Nazareth ZBA Permit

Ms. Rodman,

This correspondence is submitted to the Village Board to address certain representations apparently expressed during the second open meeting regarding the Nazareth zoning application.

I reaffirm that the management of this fall's night play-off game by the Nazareth administration relative to crowd control, parking, security, maintenance of the grounds, and post game "shut down" was outstanding. Simply stated, the "event" did not produce a negative impact, in any regard, upon the property owners contiguous to the Nazareth facility. In my opinion, the Nazareth administration undertook their responsibility to the homeowners seriously, and prepared a management plan that clearly succeeded in accomplishing that responsibility.

Further, last week the storage containers and materials staged on the east portion of the Nazareth property, near the Richmond gate, have been removed apparently as a part of preparation for the building renovation. I submit that the removal of materials and receptacles is in conformity with the representation that the area would be "cleaned up" and objects relocated in conjunction with the renovation project. This certainly appears to no longer be an issue for the neighbors.

Thank you in anticipation of your review of this correspondence.

**Carolyn & Terence J. Mahoney
410 N. Edgewood
LaGrange Park, Illinois**

Public Safety Committee

Scott Mesick, Chairman
Patricia Rocco
Robert Lautner

Village Board Agenda Memo

Date: 7/7/2015
To: President and Board of Trustees
From: Ed Rompa, Chief of Police 
Julia Cedillo, Village Manager
RE: PURCHASE OF IN-SQUAD CAMERAS – Award of Grant Funds

PURPOSE: Staff is seeking the Board’s authorization to purchase in-squad cameras for police patrol vehicles. This purchase will be paid from the Capital Projects Fund, and then fully reimbursed with grant funds awarded to the Village from the Cook County Department of Homeland Security and Emergency Management (DHSEM).

GENERAL BACKGROUND:

The Village submitted a grant application for the purchase of in-squad cameras for police patrol vehicles. On May 27, 2015, Police Chief Rompa received notification from the Cook County DHSEM that the Village was the recipient of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding, which authorized the spending of \$46,000 for in-squad cameras.

The necessary grant paperwork was submitted to the DHSEM, and the Village has now requested proposals from several vendors for the purchase, installation and maintenance/support of the in-squad cameras. The following proposals were received:

Safety Vision	\$26,301.88
Watch Guard	\$34,990.00
L3 Mobile-Vision, Inc.	\$44,335.00

STAFF RECOMMENDATION:

After careful review and evaluation of the proposals, Staff is recommending that the proposal from L3 Mobile-Vision be accepted. L3 Mobile-Vision was not the lowest bidder, however it was determined that their specific equipment along with the maintenance/support of said equipment would best meet the needs of the La Grange Park Police Department. Staff also contacted neighboring Police Departments, and they indicated that L3 Mobile-Vision had the most reliable product of the three vendors.

Staff is looking for authorization for the purchase and installation of in-squad cameras from L3 Mobile-Vision, Inc., for the amount of \$44,335. Because these funds are discretionary funds and require no matching monies from La Grange Park, the payment for these cameras will be made from the Capital Projects Fund. After the payment of \$44,335 to L3 Mobile-Vision, the Village will then submit the necessary documents to DHSEM requesting full reimbursement in accordance with the previously executed Sub-Grant Agreement.

MOTION/ACTION REQUESTED:

This item is being placed on the July 14, 2015, Work Session for discussion and action.

Motion authorizing the purchase and installation of in-squad cameras from L3 Mobile-Vision, Inc., for the amount of \$46,000 in total.

DOCUMENTATION:

- Letter dated 5/27/15 to Chief Ed Rompa from Cook County Department of Homeland Security and Emergency Management

TONI PRECKWINKLE
PRESIDENT
COOK COUNTY BOARD OF COMMISSIONERS

MICHAEL MASTERS
EXECUTIVE DIRECTOR



COOK COUNTY
DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

69 WEST WASHINGTON STREET, SUITE 2600
CHICAGO, ILLINOIS 60602
TEL: 312.603.8180

May 27, 2015

Chief Edward Rompa
LaGrange Park Police Department

Dear Chief Rompa,

As you are aware, Cook County is a recipient of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding from the United States Department of Justice, through the Chicago Police Department.

In April of this year, the DHSEM released JAG Program funds in the amount of \$1,207,350 for competitive application from local law enforcement agencies and non-profit organizations throughout Cook County. At the close of the application submission period, the DHSEM received over 45 applications for consideration, totaling over \$2.6 million in requests.

The DHSEM convened a multi-department peer-review panel which engaged in a methodological review of all applications. Under this competitive grant application, the DHSEM is pleased to announce that your application was selected to receive JAG funds for the following project(s), in the specified dollar amount: **Police Squad In-Car Camera Program - \$46,000.00.**

The next step in this process is for your agency to submit to the DHSEM a final itemized budget and sub-grant agreement, specific to the approved project(s) listed above. The final budget form and the sub-grant agreement will be sent electronically within two days. The Department will be hosting a mandatory information & training session for all sub-grantees June 2 10:00AM–12:00PM and June 4 10:00AM–12:00PM. We ask that a representative from LaGrange Park Police Department attend one of these two mandatory sessions and bring the completed documents to the session.

Once all documentation is received and your sub-recipient grant agreement is executed, you may begin your approved project(s). Any changes to your approved project(s) must be pre-approved in writing by the DHSEM. If you have questions specific to your application, please contact the DHSEM Finance team via email at dhsem.finance@cookcountyil.gov.

Congratulations on your successful application and thank you for your continued support of this grant program, which provides critical resources to enhance and improve the County's law enforcement and criminal justice capabilities.

Sincerely,

Michael Masters
Executive Director

Public Works Committee

Michael Sheehan, Chairman

Jamie Zaura

Scott Mesick

Village Board Agenda Memo

Date: 07/06/2015

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director
Julia Cedillo, Village Manager

BJM

RE: 2015 Paving Project – Finsbury & Pine Tree Lanes – Acceptance of Bid

PURPOSE:

Acceptance of lowest bid for the Finsbury Lane and Pine Tree Lane paving project.

GENERAL BACKGROUND:

The FY2015-16 budget includes the “intermittent replacement of curb and gutter, sidewalk, driveways, hot-mix asphalt surface resurfacing, replacement or repair of drainage structures, and all other appurtenant work thereto” to Finsbury Lane (from Robinhood Lane to 100’ North of Huntington Court), and Pine Tree Lane (from Finsbury to Robinhood Lane).

Hancock Engineering prepared bid specifications and a bid opening was held on July 6, 2015, for the project. The lowest bidder was GA Paving LLC with a total bid of \$149,352.50.

Hancock Engineering prepared the attached Letter of Recommendation dated July 6, 2015, recommending that the bid proposal from GA Paving LLC be accepted. GA Paving LLC was the contractor for the Cleveland Avenue project which was recently completed.

In addition to MFT funds, money has also been budgeted in the Sewer Fund; the total amount budgeted for this project (inclusive of engineering) is \$147,000. The remaining funds (\$2,352) are available in the Capital Projects Fund, as the Cleveland Resurfacing Project came in under budget.

STAFF RECOMMENDATION:

Staff is recommending to accept the recommendation from the Village Engineer to accept the bid proposal from GA Paving LLC in the amount of \$149,352.50.

MOTION/ACTION REQUESTED:

This item is being placed on the July 14, 2015, Work Session for discussion and action.

Motion accepting the bid proposal from GA Paving LLC in the amount of \$149,352.50, and authorize the Village President to execute the necessary contract documents.

DOCUMENTATION:

- Hancock Engineering Letter of Recommendation dated July 6, 2015



July 6, 2015

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

Re: 2015 Street Resurfacing (Finsbury and Pine Tree)
MFT Section No. 15-00076-00-RS
Bid Opening Results

Dear President and Board of Trustees:

Bids were received for the above referenced project on July 6, 2015. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were obtained by seven (7) contractors, and the Village received bids from four (4) qualified companies. A summary of the bids received is as follows:

GA Paving LLC	\$149,352.50
Crowley-Sheppard Asphalt, Inc.	\$164,900.00
Chicagoland Paving Contractor, Inc.	\$167,007.00
J.A. Johnson Paving Company	\$172,271.00
Engineer's Estimate	\$146,997.25

The bids were checked and found to be in order. The lowest bidder GA Paving LLC, is a qualified, local Chicago area contractor who has completed municipal projects in the suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by GA Paving LLC in the amount of \$149,352.50.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals.

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

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.

Paul E. Flood, Principal

Enclosures

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

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

BID TABULATION
 BID DATE & TIME: Monday, July 6, 2015 @ 10:00 AM
 PROJECT: 2015 Street Resurfacing, MFT 15-00076-00-RS
 k:/bitab/15082-FinburyPine

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		GA PAVING LLC		CHICAGO LAND PAVING		CROWLEY-SHEPPARD		JOHNSON PAVING	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Combination Curb and Gutter Removal	600 FT		6.00	3,600.00	1.00	600.00	5.00	3,000.00	9.00	5,400.00	5.00	3,000.00
2. Sidewalk Removal	800 SF		2.00	1,600.00	1.00	800.00	1.25	1,000.00	1.75	1,400.00	1.65	1,320.00
3. Driveway Pavement Removal	15 SY		17.00	255.00	40.00	600.00	50.00	750.00	25.00	375.00	20.00	300.00
4. Hot-Mix Asphalt Surface Removal (Variable Depth)	3,600 SY		3.75	13,500.00	4.00	14,400.00	3.50	12,600.00	6.00	21,600.00	3.65	13,140.00
5. Preparation of Base	3,600 SY		1.00	3,600.00	1.00	3,600.00	0.75	2,700.00	1.00	3,600.00	0.50	1,800.00
6. Inlet, Type A, Type 1 Frame, Open Lid	1 EACH		1,300.00	1,300.00	2,000.00	2,000.00	2,250.00	2,250.00	2,200.00	2,200.00	1,800.00	1,800.00
7. Catch Basin, Type C, Type 1 Frame, Open Lid	1 EACH		1,600.00	1,600.00	2,800.00	2,800.00	3,125.00	3,125.00	3,080.00	3,080.00	2,600.00	2,600.00
8. Structure to be Reconstructed	11 EACH		475.00	5,225.00	500.00	5,500.00	555.00	6,105.00	550.00	6,050.00	425.00	4,675.00
9. Structure to be Reconstructed	1 EACH		1,400.00	1,400.00	1,800.00	1,800.00	2,000.00	2,000.00	1,980.00	1,980.00	975.00	975.00
10. Domestic Water Service Box to be Adjusted	2 EACH		100.00	200.00	150.00	300.00	170.00	340.00	165.00	330.00	345.00	690.00
11. Frame and Lids, Type 1	2 EACH		400.00	800.00	450.00	900.00	550.00	1,100.00	535.00	1,070.00	335.00	670.00
12. Combination Curb and Gutter, Type M-4.12 (Mod)	600 FT		20.00	12,000.00	35.00	21,000.00	25.00	15,000.00	21.00	12,600.00	23.00	13,800.00
13. Portland Cement Concrete Sidewalk, 5"	800 SF		7.50	6,000.00	8.00	6,400.00	8.50	6,800.00	5.50	4,400.00	4.20	3,360.00
14. Detachable Warnings	110 SF		45.00	4,950.00	25.00	2,750.00	35.00	3,850.00	22.00	2,420.00	28.00	3,190.00
15. Portland Cement Concrete Driveway Pavement, 7"	15 SY		65.00	975.00	100.00	1,500.00	100.00	1,500.00	60.00	900.00	53.00	795.00
16. Class 'D' Patches, Type II, 6"	100 SY		55.00	5,500.00	55.00	5,500.00	59.00	5,900.00	70.00	7,000.00	50.00	5,000.00
17. Class 'D' Patches, Type III, 6"	125 SY		55.00	6,875.00	40.00	5,000.00	59.00	7,375.00	65.00	8,125.00	50.00	6,250.00
18. Class 'D' Patches, Type IV, 6"	125 SY		50.00	6,250.00	40.00	5,000.00	59.00	7,375.00	64.00	8,000.00	50.00	6,250.00
19. Protective Coat	225 SY		2.25	506.25	1.50	337.50	2.50	562.50	1.00	225.00	1.90	427.50
20. Bituminous Materials (Prime Coat)	2,700 POUND		0.18	486.00	0.70	1,890.00	0.01	27.00	0.01	27.00	0.01	27.00
21. Leveling Binder (Machine Method), N50	225 TON		90.00	20,250.00	85.00	19,125.00	95.00	21,375.00	97.00	21,825.00	106.50	23,982.50
22. Hot-Mix Asphalt Surface Course, Mix D, N50	450 TON		85.00	38,250.00	85.00	38,250.00	87.00	39,150.00	97.00	43,695.00	90.00	40,500.00
23. Topsoil Placement, 3"	250 SY		5.00	1,250.00	4.00	1,000.00	5.00	1,250.00	10.00	2,500.00	25.00	6,250.00
24. Sodding	250 SY		8.50	2,125.00	10.00	2,500.00	10.00	2,500.00	15.00	3,750.00	25.00	6,250.00
25. Traffic Control and Protection, Standard 701501	1 L.S.		7,000.00	7,000.00	3,000.00	3,000.00	17,284.50	17,284.50	4,400.00	4,400.00	25,388.00	25,388.00
26. Traffic Control and Protection, Standard 701801	1 L.S.		1,500.00	1,500.00	3,000.00	3,000.00	1.00	1.00	100.00	100.00	1.00	1.00
TOTAL BID AMOUNT				\$ 146,987.25		\$ 149,352.50		\$ 164,900.00		\$ 167,007.00		\$ 172,271.00

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Office with the Chief
Village Hall Board Room

Thursday, July 23
6:30-7:30pm

2015 MEETINGS REMINDER

July 14, 2015	Work Session Meeting	7:30 p.m.	Village Hall
July 28, 2015	Village Board Meeting	7:30 p.m.	Village Hall
August 11, 2015	Work Session Meeting	7:30 p.m.	Village Hall
August 25, 2015	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2015	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2015	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2015	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2015	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2015	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall