



TENTATIVE A g e n d a
President and Board of Trustees
Monday, July 18, 2011
Village Hall
123 Madison Street

Open Meeting/Regular Meeting at 6:30 p.m. The Board is expected to immediately adjourn into Executive Session (Closed Session) in Room 130 at approximately 6:30 p.m. and will return to Open Session in the Council Chambers at 7:30 p.m.

- I. Call to Order**
- II. Roll Call**
- III. Consideration of Motion to Adjourn to Executive Session to Discuss Labor in Room 130 at 6:30 p.m.**
- IV. Return to Open Session at 7:30 p.m. in the Council Chambers**

The President and Board of Trustees welcome you. Statements may be made by citizens at the beginning of the meeting, as well as when agenda items are reviewed. If you wish to make a statement, please complete the "Instructions to Address the Village Board" form which is available at the back of the Chambers, and present it to the staff table at front. When recognized, approach the podium, state your name and address first, and please limit your remarks to three minutes.

Instructions for Non-Agenda Public Comment **(3 minutes per person; 30 minutes maximum)**

Non-Agenda Public Comment is a time set aside at the beginning of each Regular Meeting for citizens to make statements about an issue or concern that is not on that meeting's Agenda. It is not intended for a dialogue with the Board. You may also communicate with the Board via the Village Board voicemail at 708-358-5784 or email Board@oak-park.us.

Non-agenda public comment will be limited to 30 minutes with a limit of 3 minutes per person. If comment requests exceed 30 minutes, public comment will resume after the items listed under the Regular Agenda are complete.

Instructions for Agenda Public Comment **(3 minutes per person; 3 items per person maximum)**

Comments are 3 minutes per person per agenda item, with a maximum of 3 agenda items to which you can speak. In addition, the Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body. These items are noted with a (*).

- V. **Agenda Approval**
- VI. **Minutes – Special Board Meeting Minutes of June 27, 2011**
- VII. **Non-Agenda Public Comment – *Please refer to instructions above***
- VIII. **Resolution – In Memoriam of Gus Kostopulos**
- IX. **Village Manager Reports**
- X. **Village Board Committees**
Overview: This section is intended to be informational. If there are approved minutes from a recent Committee meeting of the Village Board, the minutes will be posted in this section.
- XI. **Citizen Commission Vacancies**
Overview: This is an ongoing list of current vacancies for the Citizens Involvement Commissions. Residents are encouraged to apply through the Village Clerk’s Office.
- XII. **Citizen Commission Appointments, Reappointments, Removal, Resignation and Chair Appointments**
Overview: Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.

Board of Health – Nathan Pimentel, Member
Community Development Citizens Advisory Committee – Lynn Kessen, Member
Environment and Energy Commission – Brian Chang, Reappoint as Member
Madison Street Coalition – Rita Atwood, Member
Plan Commission – Douglas Gilbert, Member
Zoning Board of Appeals – Mike Quinn, Appoint as Chair
- XIII. **Public Hearing**
 - A. **Public Hearing on the Draft Plan for the Village of Oak Park’s Community Choice Aggregation**
Overview: Community Choice Aggregation allows the Village to bundle – or aggregate – residential and small commercial retail electric accounts and seek a cheaper, and possible cleaner, power source. Illinois law requires the Village to host two public hearings to obtain public comment on the draft plan for Oak Park’s Community Choice Aggregation program. The draft plan will describe how electric service offers will be provided to all applicable residential and small commercial customers on an equal treatment basis. The Plan also will describe any demand management or energy efficiency services to be provided through this aggregation program.

XIV. First Reading

B. Ordinance Amending Article 26, of Chapter 2 Relating to the Elimination of the Telecommunications Commission and Establishment of a New Digital Technology Commission

Overview: At the last meeting on July 5, 2011, the Village Board offered additional insights as to the direction for this new Commission. This is a First Reading of the revised ordinance.

XV. Second Reading

C. Second Reading of an Ordinance Amending Chapter 3 of the Village Code Entitled "Alcoholic Liquor Dealers"

Overview: A First Reading was held at the last Village Board Meeting on July 5, 2011. The Liquor Control Review Board's recommended changes to Chapter 3 of the Village Code regarding liquor licensing. Staff was directed to prepare the ordinance with amendments discussed. This is a Second Reading with these amendments. If directed this item will proceed to a final reading on the Regular Agenda.

XVI. Regular Agenda

F. An Ordinance Amending Chapter 3 of the Village Code Entitled "Alcoholic Liquor Dealers"

Overview: A First Reading of The Liquor Control Review Board's recommended changes to Chapter 3 of the Village Code regarding liquor licensing was presented to the Board of Trustees at their Regular Board Meeting of July 5, 2011. Staff was directed to prepare the ordinance with amendments discussed. This is a Final Reading with these amendments. A Second Reading is posted as Agenda Item C. If directed, this item will proceed to a final reading.

D. Presentation by the Chicago Metropolitan Agency for Planning on Preliminary Data for Homes for a Changing Region Report for the Village of Oak Park

Overview: CMAP has completed preliminary data analysis for the Village of Oak Park and will be presenting those findings. CMAP is requesting that the Board review the preliminary data analysis and provide directions and comments on draft report.

E. Recommendation to Establish a Speed Table Policy in the Village of Oak Park and Direct Staff to Prepare the Necessary Documents

Overview: After the Budget Hearing this past fall, the Transportation Commission was charged by the Village Board to draft a policy to help identify the appropriate traffic control measures to address resident's neighborhood traffic problems. The Transportation Commission has reviewed and is recommending the draft "Speed Table Policy" for Village Board adoption.

O. Resolution Authorizing Agreement for Legal Services with Raymond L. Heise

Overview: This is an agreement for legal services with Raymond Heise for various legal issues.

XVII. Consent Agenda

G. Resolution Authorizing Execution of an Intergovernmental Agreement Regarding the Near West Suburban Housing Collaborative with the Village of Maywood Entering into an Independent Contractor Services Agreement for an Inter-Jurisdictional Housing Coordinator

Overview: Approval of a resolution approving an intergovernmental agreement with the near west suburban communities of Bellwood, Berwyn, Broadview, Forest park and Maywood creating a joint agreement to create an advisory committee to supervise the work of an inter-jurisdictional coordinator hired by funding from the Chicago Community Trust and the Grand Victoria Foundation. The role of the inter-jurisdictional coordinator will be ensure that the communities receiving Neighborhood Stabilization and other housing funding to deal with foreclosures are administering the program consistently and effectively and to identify housing strategies that can be used across boundaries.

H. Ordinance Authorizing the Disposition of Surplus Bicycles on an “As Is” Basis for Bicycles

Overview: The Village is required to declare surplus prior to the disposal of various items. This item is for a collection of bicycles recovered by the Police Department and will then be disposed of a bicycle auction on July 23rd.

I. Ordinance Authorizing the Disposal of Surplus Equipment on an “As Is” Basis for Equipment

Overview: Disposition of damaged, nonfunctional or outdated electronic equipment that is no longer usable to the Village. The Equipment will be disposed of at the Public Works Center Electronics Recycling event on July 30th

K. Motion to Refer Application for Special Use Permit from Oak Leaf Academy LLC. To Operate a Day-Care Center at 149-155 S. Oak Park Avenue to the Zoning Board of Appeals to Hold a Public Hearing

Overview: On June 20, 2011, JoAnn Gantar and Melissa Lumkes, on behalf of Oak Leaf Academy LLC., filed an application pursuant to Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing a day care center located at 149-155 S. Oak Park Avenue.

L. Resolution Authorizing and Directing Execution of an Agreement between the Village of Oak Park and the Park District of Oak Park for Intergovernmental Use of Parking Facilities

Overview: This is a successor Agreement with the Park District of Oak Park for use parking Park District facilities for permit parking by the Village and the use of Village parking facilities by the Park District.

M. Motion to Refer Application for Special Use Permit from Little Legends to Operate a Day-Care Center at 210 Chicago Avenue to the Zoning Board of

Overview: On June 20, 2011, Porscha Hubbard, on behalf of Little Legends, filed an application pursuant to Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing a day care center located at 210 Chicago Avenue.

N. Resolution Authorizing Execution of a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for Engineering Services Related to the Public Works Center in an Amount not to Exceed \$84,575.80 and Waiving the Village's Bid Process

Overview: This item is for professional engineering services by Wiss, Janney, Elstner, Associates Inc.(WJE), for structural engineering design and evaluation for the Public Works Center. Work includes design and construction oversight of the retrofit of bolted on steel bearing plates, repair of a portion of the first floor decking and completing the evaluation of certain cast-in-place beams.

P. Resolution Authorizing a Contract with A&B Landscaping & Tree Service of Riverside, IL for 2011 Emergency Storm Damage Clean Up Services in an Amount not to Exceed \$31,920

Overview: A&B Landscaping and Tree Service of Riverside, IL. is a current Village contractor for Landscape Maintenance and has the equipment and manpower necessary to perform emergency storm clean-up and is very familiar with working conditions in Oak Park. They were readily available to assist the Village in the clean up effort as other contractors were working in other communities. For the one week period where A& B assisted the Village, the costs incurred exceeded \$25,000.00 thus requiring Village Board Authorization. It is estimated that the cost for their services is \$31,920.

Q. Approval of Current List of Bills

Overview: This is a routine item that will list the most recent list of bills.

XVIII. Call to Board and Clerk

XIX. Adjourn

(*) The Village Board permits a maximum of three persons to speak to each side of any one topic that is scheduled for or has been the subject of a public hearing by a designated hearing body.

For more information regarding Village Board meetings and agendas, please contact the Village Manager's Office at 708.358.5770. If you require assistance to participate in any Village program or activity, contact the ADA Coordinator at 708.358,5430 or e-mail adacoordinator@oak-park.us at least 48 hours before the scheduled activity.

Agendas and agenda materials are now available electronically on the village web site. Visit www.oak-park.us, mouse-over News, then click on Board Agendas and Minutes.

Get the latest Village news via e-mail. Just go to www.oak-park.us and click on the e-news icon to sign up. Also, follow us on *facebook*, *twitter* and *YouTube*.

R E S O L U T I O N
IN MEMORIAM
GUS KOSTOPULOS

WHEREAS, the Oak Park community joins the family of Gus Kostopulos in mourning his death on July 6, 2011; and

WHEREAS, during his two terms as Village Trustee, from 1997 to 2005, he gave generously of his time, knowledge, dedication and commitment to Oak Park and his expertise as an architect was invaluable in evaluating buildings and guiding major projects for development and redevelopment; and

WHEREAS, Mr. Kostopulos, an Oak Park resident for nearly 50 years, was a model and mentor for citizen involvement, serving on the Plan Commission, the Board of the Residence Corporation from 1979-97 as well as President from 1979-81 and 1984-91. He also served on the Oak Park Housing Authority from 1978-88 and 1990-92, prior to serving as a Trustee; and

WHEREAS, his devotion to a diverse community of people and buildings kept him engaged on these various Boards and Commissions for decades seeking and participating in solutions to overcome barriers to diversity through his dedication to fair and affordable housing programs; and

WHEREAS, his subtle understanding of the interaction between people and architecture as a fundamental principle of design that could improve the quality of life in community projects was one of his guiding principles; and

WHEREAS, his love of architecture in the community was demonstrated by giving tours of the neighborhood around the Frank Lloyd Wright Home and Studio to architects and students, as a precursor to tourism, and he fought to preserve and readapt local buildings; and

WHEREAS, through his love for the University of Illinois (Navy Pier and Urbana), the United States of America, his kindness, generosity, love and devotion to family and friends and his belief that the sport of fishing creates lifetime friends, colleagues and business associates he will be long remembered.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park that the sympathy of the officials and citizens of the Village of Oak Park be expressed to Gus Kostopulos's family, and that this Resolution in Memoriam be respectfully presented to them and that a copy be preserved in the official records of the Village of Oak Park.

APPROVED this 18th day of July, 2011.

ATTEST:

David G. Pope
Village President

Teresa Powell
Village Clerk

**Citizen Boards and Commissions
Vacancies**

UPDATED: 7/11/2011

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	9	2	0	2
CITIZEN INVOLVEMENT COMMISSION	9	1	0	1
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	1	0	1
COMMUNITY RELATIONS COMMISSION	9	0	0	0
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	0	0
COMMUNITY DESIGN COMMISSION	13	0	0	0
ENVIRONMENT & ENERGY COMMISSION	9	1	0	1
FARMERS MARKET COMMISSION	11	1	0	1
FIRE AND POLICE COMMISSION	3	0	0	0
HEALTH, BOARD OF	7	1	0	1
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	2	0	2
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
PLAN COMMISSION	9	2	0	2
PUBLIC ART ADVISORY COMMISSION	11	0	0	0
TRANSPORTATION COMMISSION	7	1	0	1
UNIVERSAL ACCESS COMMISSION	7	2	0	2
ZONING BOARD OF APPEALS	7	2	0	2
TOTAL	150	16	0	16

Bolded CBACs need members

CHAIR EXPIRATION DATE

TRANSPORTATION COMMISSION	No Chair
ZONING BOARD OF APPEALS	No Chair
BUILDING CODES ADVISORY COMMISSION	9/7/2008
HEALTH, BOARD OF	10/17/2011
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	4/20/2012
HISTORIC PRESERVATION COMMISSION	4/20/2012
HOUSING PROGRAMS ADVISORY COMMITTEE	5/11/2012
PUBLIC ART ADVISORY COMMISSION	5/11/2012
CITIZEN POLICE OVERSIGHT COMMITTEE	10/17/2012
CITIZEN INVOLVEMENT COMMISSION	6/20/2014
LIQUOR CONTROL REVIEW BOARD	2/5/2013
COMMUNITY RELATIONS COMMISSION	1/19/2013
ENVIRONMENT & ENERGY COMMISSION	8/2/2013
PLAN COMMISSION	9/18/2013
FARMERS MARKET COMMISSION	2/4/2014
FIRE AND POLICE COMMISSION	2/7/2014
COMMUNITY DESIGN COMMISSION	5/16/2014
UNIVERSAL ACCESS COMMISSION	6/6/2014

APPOINTMENTS

18 JULY 2011

Board of Health

Appoint as Member (Student):

Nathan Pimentel
147 N. Lombard
708-524-3551

Term expires 7-18-12

Community Development Citizens Advisory Committee:

Appoint as Member:

Lynn Kessen
1033 Ontario St., #2ES
708-870-0180

Term expires 7-18-14

Environment and Energy Commission

Reappoint as Member:

Brian Chang
265 Home
617-501-5656

Term expires 7-18-14

Madison Street Coalition

Appoint as Member:

Rita Atwood
522 Lyman Ave.

Term expires 7-18-14

Plan Commission

Appoint as Member:

Douglas Gilbert
220 S. Maple, #41
708-660-1749

Term expires 7-18-14

Zoning Board of Appeals

Appoint as Chair:

Mike Quinn
303 N. Linden
708-383-4226

Term expires 7-18-16

A

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Public Hearing on the Draft Plan for the Village of Oak Park's Community Choice Aggregation.

Resolution or Ordinance No. _____
Date of Board Action: July 18, 2011

Staff Review: K.C. Poulos, Sustainability Manager

Village Manager's Office: _____

Sustainability Manager: _____

WA

KC Poulos

Item History (Previous Board Review, Related Action, History):

In December 2010, staff presented to the Board the recommendation that it act on behalf of Oak Park residents and small commercial retailers to obtain a cheaper and possibly cleaner electric energy supply by bundling, or aggregating, those accounts and seeking bids from third party retail electric suppliers. On January 10, 2011, the Board moved to adopt an ordinance providing for the submission to the electors of Oak Park the aggregation referendum on the April 4, 2011 ballot. On April 4, 2011, Oak Park residents voted to approve the aggregation referendum with a 66% approval rating. In June staff recommended the Village hire Energy Choices, an energy consultant to assist in creating an aggregation plan, formulate a request for proposals and review proposals received. On July 5, 2011, the Board approved the recommendation.

Since April, staff has held informal public meetings to gain residential and small business public input regarding the formation of the Village's aggregation plan. A draft plan was then created by Energy Choices and posted on the Village website for review and comment. A copy of the draft plan was also posted by the Clerk's Office at Village Hall. Staff also plans to email a survey to residents and small businesses

Illinois law requires that two public hearings be held to present and obtain public input for a draft aggregation plan. The first of these public hearings is on Monday, July 18th and the second of these hearings is on Monday, August 1st.

Item Policy Commentary (Key Points, Current Issue, Recommendation):

The draft Aggregation Plan of Operation and Governance for an electric aggregation program describes how electric service offers will be provided to all applicable residential and small commercial customers on an equal treatment basis. The Plan will describe any demand management or energy efficiency services to be provided through this aggregation program, and will meet any requirements established by law concerning aggregated service offers.

The Community Choice Aggregation is a new program for municipalities; as such, it would behoove the Village of Oak Park to seek as much public input as possible from the Oak Park community. The aggregation program is an opt-out process which means all eligible

residents and small commercial retail electric accounts are automatically included in the program; therefore, there is a need for multiple opportunities for public education and input. In addition to press releases announcing the public meetings, posting of the draft aggregation plan on the village website and at the Clerk's office in Village Hall, the formation of a citizens' energy committee, the creation and distribution of a survey, and the hosting of public meetings at Village Hall, the two public hearings will allow staff to present the draft aggregation plan, broadcast the hearings through the Village's cable channel and hear from both Trustees and the general public regarding the draft plan.

The two statutorily required public hearings for Oak Park's municipal electric aggregation program will be held during the Board of Trustees meetings on Monday, July 18, 2011 and Monday, August 1, 2011. A copy of the draft plan is available at www.oak-park.us/aggregation.

Item Budget Commentary: (Account #; Balance; Cost of contract)

Other than staff time no village funds will be expended in preparation of the public meetings.

Proposed Action: Approve the Motion

DRAFT DRAFT DRAFT

**Village of Oak Park
Electric Aggregation
Plan of Operation
and Governance**

Revised: July 8, 2011

VILLAGE OF OAK PARK ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE

I. INTRODUCTION

On August 10, 2009, Public Act 96-0176 amended the Illinois Power Agency Act by providing for the aggregation of electrical load by municipalities and counties. This law authorizes municipalities to develop aggregation programs for the procurement of electricity supply to residential and small business customers. Local governments can now work with community members to purchase lower cost electricity, green or renewable energy, encourage local generation (solar or wind, etc.), and other community initiatives. The municipality will be able to include all eligible residents and small businesses, including low-income groups which would be unattractive to retail energy suppliers.

II. HISTORY OF AGGREGATION

Several other states have enacted laws allowing community aggregation, including Massachusetts, Ohio, Rhode Island, New Jersey, and California. The first community to aggregate was the Cape Light Compact (CLC) in Massachusetts, founded in 1997. CLC invested the savings realized into more than \$35.5 million in energy efficiency services. The experience in Northeast Ohio has resulted in a 6% reduction in electricity cost, as compared to local utilities. The two experiences are the result of the priorities and goals of the respective communities. The community sets the agenda for their energy ARES. Currently, approximately 20 Northern Illinois communities are implementing community aggregation plans.

III. PROCESS

Local governments may choose either an "opt-in" or "opt-out" form of aggregation. Opt-in aggregation requires that you sign up for the program if you wish to participate. Opt-out aggregation automatically includes all eligible consumers located in the community except consumers who choose not to participate. Both opt-in and opt-out efforts require the local government to adopt an ordinance or resolution that creates an aggregation program. If a community decides to form an opt-out aggregation program, a referendum must be submitted to the electors in a general election. Community Choice Aggregation Referendum was approved by Oak Park residents in the April 4, 2011 general election.

IV. COMPETITIVE BIDDING FOR ELECTRICITY SUPPLY

Oak Park will create a buying cooperative to procure the electric supply products desired by Oak Park residential and small business electricity consumers.

V. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Plan" means the program developed by the Village of Oak Park, as a Government Aggregator under Illinois Public Acts 96-0176, to provide residential and small commercial customers in the Village with retail electric supply.

"Aggregation Consultant" ("Consultant") means an independent consultant to assist and advise staff in implementation of the aggregation plan, selection of an ARES and educate members.

"Government Aggregator" means the Village and its corporate authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under the Act.

"Illinois Commerce Commission" ("ICC") means the utility regulatory authority in the State of Illinois.

"Illinois Power Agency" ("IPA") means the Illinois power procurement agency established by Public Act 95-0481 for the purposes of supplying electricity from the Agency's facilities at cost to municipal electric systems and governmental aggregators, inter alia.

"Member" means a person enrolled in the Village of Oak Park government aggregation program for competitive retail electric services.

"Alternative Retail Energy Supplier" ("ARES") means an entity certified by the Illinois Commerce Commission ("ICC") to provide competitive retail electric services, and which is chosen by the Village to be the entity responsible to provide the required service related to government aggregation.

VI. OPERATIONAL PLAN

A. Aggregation Services

1. ARES: Oak Park will contract with an ARES to perform and manage aggregation services for its Members. The Village will select an ARES through a competitive

proposal process. The ARES shall provide energy supply per the terms of the published supply specifications.

2. Database: The ARES will build and maintain a database of all Members. The database will include the name, address, ComEd customer account number, and ARES's account number of the Member, and other pertinent information.

3. Member Education: The ARES will assist the Village staff and the Consultant, in developing a program to educate the members on energy and energy efficiency, as well as provide updates and disclosures mandated by ICC and IPA rules. The ARES will implement a process to provide universal access, and allowing any person enrolled in the aggregation program the opportunity to opt out of the program at least once every three years, without paying a switching fee to the Village or the ARES. See Appendix A for a detailed description of the Education Process.

4. Customer Service: The ARES will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about energy supply and services, and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Member Service Plan.

6. Billing: ComEd, the electric distribution company will provide billing services to each plan Member, consistent with all applicable guidelines issued by the ICC and IPA.

7. Compliance Process: The ARES will develop internal controls and processes to ensure that the Village remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the ARES's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Alternative Retail Energy Supplier will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

8. Notification to the Village's ComEd customers that do not opt-out of the Village's aggregation program will be enrolled automatically in the aggregation program. Participants in the Village's aggregation program will not be asked to take other affirmative steps in order to be included in the program. To the extent that ComEd requires notification of participation, the Village will coordinate with its ARES to provide such notice to ComEd. The ARES will inform ComEd of any individuals who may have been permitted to join the aggregation program after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the ARES to serve the Village's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for one (1) to three (3) years from the beginning of service.

C. Oak Park's Alternative Retail Energy Supplier – [TO BE DETERMINED]

The ARES shall satisfy each of the following requirements:

[TO BE DETERMINED]

C. Energy Efficiency and Demand Response

Any energy efficiency or demand response initiatives will be addressed in the formal and informal hearings. Detail if Energy Efficiency and Demand response programs will be detailed in Appendix C.

D. Activation of Service

After a notice is sent out to all electric customers in the Village providing ____ days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with ComEd will provide service for ____ years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. At least every three years all customers in the Village will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and administrative rules. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to ComEd's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and administrative rules in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to ComEd's Standard Service Offer upon termination.

G. Opt-In Procedures

ComEd customers will be automatically enrolled in the Program after a ___ day opt out period, unless they return the form to be provided, notifying the ARES that they do not want to participate. ComEd customers in the Village may request to join the Aggregation Group after the expiration of the enrollment period by contacting the ARES, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the Village and the ARES. The agreed upon policy shall be consistent with ComEd's service activation requirements. If members who move from one location to another within the corporate limits of the Village they shall retain their participant status.

H. Opt-out Procedures

ComEd consumers may opt-out of the Village's Aggregation Group at any time during the opt-out period without additional fees charged by the ARES or the Village. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a \$_____ switching fee to be billed on their final bill from the ARES. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the aggregation plan. Notification of intent to opt-out of the aggregation plan may be made by contacting the ARES by telephone or in writing. Consumers who opt-out of the aggregation plan will default to ComEd's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. RATES

[TO BE DETERMINED]

J. MISCELLANEOUS GOVERNANCE GUIDELINES

1. The Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the aggregation program and any amendments thereto.
2. The Village shall contract with an ARES certified by the Illinois Commerce Commission to provide service to the aggregation plan members.
3. The Village will require any ARES to disclose any subcontractors that it uses in fulfillment of the services described above.
4. The Village will require the ARES to maintain either a toll free telephone number, or a telephone number that is local to Village residents who are Members.

5. All costs of the aggregation program development/administration will be paid either through the general fund and/or through the inclusion of an adder that will be added to Member bills.

VII. LIABILITY

THE VILLAGE SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE ARES. PARTICIPANTS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE ARES PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD PARTY BENEFICIARIES.

VIII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the Village of Oak Park free of charge. Call Oak Park City Hall at 708-383-6400 for a copy or for more information. Any electric customer, including any participant in the Village's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.

APPENDIX A

MEMBER EDUCATION PROCESS

[TO BE DETERMINED]

APPENDIX B

MEMBER SERVICE PLAN

[TO BE DETERMINED]

APPENDIX C

ENERGY EFFICIENCY AND DEMAND RESPONSE PLAN

[TO BE DETERMINED]

Item Title: First Reading of Ordinance Amending Article 26, Chapter 2 of the Village Code Entitled "Telecommunications Commission" and Establishment of a New Digital Technology Commission

Date of Board Action July 18, 2011

Staff Review Teresa Powell, Village Clerk

Village Manager's Office

 _____

Item History:

At the Regular Meeting of June 7, 2010, the Village Board asked the Citizen Involvement Commission (CIC) to review all of the enabling language of the citizen boards and commissions and to report any recommendations back to the Board.

At the January 18, 2011, Regular meeting of the Village Board, the Citizen Involvement Commission (CIC) presented a general report on their recommended changes to the advisory boards and commissions, based on discussions with Commission Chairs and Staff Liaisons. These recommendations included the elimination of the Telecom Commission and establishment of a new commission to address information management and technology to replace it.

Item Policy Commentary:

At the July 5, 2011 Regular Meeting of the Village Board, the Board provided feedback to the Village Manager related to goals for the new Commission. Attached is a copy of the draft ordinance, intending to incorporate Board and staff feedback.

Some concerns remained related to the operational vs. policy issues in the rapidly and constantly changing telecommunications filed. The Village staff has investigated various options to modernize its multi-page web site, upgrade equipment and digitize new and past records, however both initiatives have been delayed due to the fiscal challenges related to the recession.

Alternatives,

1. Continue Telecommunications Commission to complete the new cable franchise agreement
2. Adopt new ordinance as presented
3. Amend ordinance per Board direction

Item Budget Commentary:

None.. This is an advisory Commission only with no authority to purchase equipment or products.

Proposed Board Action:

First Reading of proposed new ordinance for this Commission.

**ORDINANCE AMENDING ARTICLE 26, CHAPTER 2
OF THE VILLAGE CODE ENTITLED
"TELECOMMUNICATIONS COMMISSION"**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, as follows:

SECTION ONE: That Article 26, Chapter 2, of the Village Code entitled "Telecommunications Commission" is hereby amended to read as follows:

NEW → Article 26
Digital Technology Commission

2-26-1: ESTABLISHMENT; COMPOSITION:

There is hereby established in and for the Village of Oak Park, a Digital Technology Commission to serve in an advisory capacity to the Village Board on advanced digital information practices and strategies of public record access of the village. The commission will also advise the village on issues related to cable and telecommunications providers who use or are seeking to use the Village right-of-way. The Commission shall consist of seven (7) members, including a chairperson to be appointed by the Village President by and with the consent of the Board of Trustees. Terms shall be for a three (3) year period on a staggered basis with approximately one-third (1/3) of the Board being appointed each year. Members of the Commission shall have a demonstrated interest in and knowledge of information technology and public communication policy issues. The Commission may provide input on, but is not restricted to advising on the following digital record keeping and civic information applications:

- A. Geographic Information Systems
- B. Web Features – Design & Goals
- C. Digital record keeping and enhanced public access of records
- D. Community Wide Information Network Infrastructure & Management

2-26-2: DUTIES:

The Digital Technology Commission shall have the following duties and responsibilities:

- A. The Commission, in order to enhance civic engagement, technology related economic development, transparency of public records between the Village government(s) and the community that it serves, shall advise the Board of Trustees with regard to the development, oversight and annual review of public information access by assisting in the development of a strategic plan for municipal and civic information management and policy. The development of the plan shall be guided and reviewed by the Commission and submitted to the Village Board for review and approval. The plan will include ongoing strategies to:
1. Enhanced community digital access to public records and documents as resources permit;
 2. Streamline internal and external access and awareness of available government records and documents throughout the Village; and
 3. Identify and foster partnerships with other local governments, non-profits and businesses.
 4. Develop strategies for enhanced quality of life and effective governance using modern digital and social media opportunities available through modern digital technology.
- B. The Digital Technology Commission shall have the following duties with regard to cable and telecommunications providers who use or are seeking to use the Village right-of-way.
1. The Digital Technology Commission shall act in an advisory capacity to the Village Board on cable, telecommunications, and internet access issues.
 2. The Commission shall also act as liaison between the citizens and any cable or telecommunications operator authorized by franchise to do business in the Village.
 3. The Commission shall act on behalf of the Village in the monitoring of franchisee performance relating to system

performance and compliance with the provisions of the franchise.

SECTION TWO: THIS ORDINANCE shall be in full force and effect from and after its adoption.

ADOPTED this 18th day of July 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK

C

CITIZEN ADVISORY BOARD AND COMMISSION

AGENDA ITEM COMMENTARY

Item Title: SECOND READING OF AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE ENTITLED "ALCOHOLIC LIQUOR DEALERS"

Date of Board Action: July 18, 2011

Staff Review: Teresa Powell, Village Clerk

Manager's Office: _____

Yes

**Submitted by: Liquor Control Review Board
Jerry Ostergaard, Chairperson**

Item History:

At their Regular Meeting of June 7, 2010, the Village Board asked the Liquor Control Review Board (LCRB) to review the Oak Park Liquor Ordinance (Chapter 3 of the Village Code) to determine whether any changes in regulations were warranted.

On August 24, 2010, the LCRB met with local restaurant representatives to solicit input on any needed changes to the Liquor Code and invited input by email and through survey responses as well. The LCRB prepared a summary of comments and presented these to the Village Board On October 19, 2010. The Village Board asked the LCRB to solicit comments from the public on this recommendation

Over the next several months the LCRB prepared an outreach strategy and questions for the public and announced a Public Hearing for April 26, 2011. The LCRB also invited comment from the public to the Village Clerk for those who could not attend the meeting.

The further input from the public was reviewed at the May 24, 2011 meeting of the LCRB, and final recommendations were prepared for the Village Board. The first reading occurred at the Regular Board meeting of June 6, 2011 and the Board directed staff to prepare and amended ordinance. These changes are being presented to the Board for approval.

Item Policy Commentary:

The items presented today represent a consensus of public opinion regarding appropriate changes to the current Liquor Code. Former Village Attorney Heise has provided additional information in response to questions raised at the last meeting regarding several modifications to the original proposal.

Item Budget Commentary:

Revenue impact to be determined.

Proposed Board Action:

This is a Second Reading.

**ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE
RELATING TO ALCOHOLIC LIQUOR DEALERS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, as follows:

SECTION ONE: That Section 3-1-1 of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Definitions" is hereby amended to read as follows:

3-1-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined, as follows:

RESTAURANT: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, which offers patrons complete meals, including dinner and/or luncheon menu at which the service of alcoholic beverages is incidental, **and** complementary **and subsidiary** to the service of such meals. Limited food service, such as provided by lounges, luncheonettes, diners, coffee shops, drive-ins, pizza parlors and similar uses, does not satisfy the requirements of this definition.

SECTION TWO: That Section 3-4-2B.4. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Classification and Number of Liquor Licenses and Fees; Restaurant Liquor Licenses" is hereby amended to read as follows:

3-4-2B.4.: CLASSIFICATION AND NUMBER OF LIQUOR LICENSES AND FEES; RESTAURANT CLASS B-4 LIQUOR LICENSES:

4. Restaurant Class B-4 Liquor License: Restaurant class B-4 liquor licenses shall authorize the sale of alcoholic liquor in restaurants with a seating capacity, including all lounge area seating, of not less than fifty (50) persons for food service, pursuant to the terms of a class B-1 liquor license and in addition shall allow the sale of alcoholic liquor in a lounge **and at restaurant tables** to patrons who do not order food, subject to the following:

- a. ~~That the only means of ingress or egress from the lounge area shall be through the dining area of the restaurant, and~~ the lounge area shall be placed in such a manner as to be consistent with the subsidiary role of the lounge as an adjunct to the primary restaurant business.
- b. That alcoholic liquor sales in the lounge and at restaurant tables be restricted to those hours when food service is available in the restaurant.
- c. That the floor area of the lounge may constitute no more than thirty percent (30%) of the floor space of the public dining area, except that the floor area of any physically separate pool playing area adjacent to and only accessible through the lounge area shall not be included as lounge area floor space in calculating the ratio of floor space in the lounge to floor space in the public dining area.
- ~~d. That when the lounge area shall consist of tables and chairs in addition to a bar with bar stools, there shall be a physical separation between the restaurant and lounge.~~
- d. The sale of alcoholic liquor for consumption on the premises where sold shall be subsidiary and incidental to the sale and service of food.
- (1) The test to determine whether the sale of alcoholic liquor is subsidiary and incidental to the restaurant main business of the sale and service of food shall be a comparison of the gross revenue derived by the licensee from the sale of alcoholic liquor to the gross revenue obtained by the licensee from the sale and service of both alcoholic liquor and food for the annual period during which the liquor license is in effect.
- (2) For purposes of this chapter, "gross revenue" is defined to mean the total amount of cash or other consideration (including all taxes collected by the seller) received by the licensee as the result of the transfer of food and/or alcoholic liquor, to another.
- (3) It shall be a condition for the renewal of a Class B-4 liquor license that, for the prior license period during which the applicant for license renewal was a licensee in such class, the licensee's gross revenue from the sale of alcoholic liquor authorized by the licensee's liquor license did not exceed forty percent (40%) of the licensee's gross revenue from the sale and service of all

food and alcoholic liquor in the ordinary course of business by the licensee on the licensed premises.

of the imposed alcoholic liquor Control renewal of the liquor 5 of this chapter.

(4) If the Commissioner determines that the licensee is not attempting in good faith to comply with the provisions of the licensee's liquor license concerning the sale of alcoholic liquor as a subsidiary and incidental part licensee's business, and with the limitations upon the gross revenue from the sale of as provided herein, the Local Liquor Commissioner shall reject the license as provided in section 3-7-

(5) The licensee shall maintain adequate books and records in accordance with generally accepted accounting standards, which shall clearly indicate gross revenue from the sale of alcoholic liquor separately from gross revenue for the sale of food.

(6) The licensee shall make such books and records available for inspection by the Commissioner, or the Commissioner's designee. Such inspection may be conducted during normal business hours on the licensed premises, or at such other location in the Village as directed by the Commissioner. The Commissioner shall determine, as a result of such inspection, whether, in the Commissioner's opinion, the books and records maintained by the licensee meet the requirements of this chapter, and whether there is cause for the Commissioner to conduct additional proceedings as provided in section 3-7-5 of this Chapter.

SECTION THREE: That Section 3-4-2C.1.a. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Package Liquor Licenses" is hereby amended to read as follows

C. Package Liquor Licenses:

1. Package Liquor Class C Licenses

- a. Class C liquor licenses are permitted only in a district zoned for business or commercial uses, ~~provided that not more than one Class C liquor license of any kind (including Classes C-1 through C-5) may be issued in each business area, other than the Central Business Area. "Business areas" are as defined in section 3-1-1 of this chapter.~~

SECTION FOUR: That Section 3-4-2D. of the Alcoholic Liquor Dealers Chapter of the Village Code is hereby amended by adding a new Paragraph 11 relating to "Live Theatre Performance Venue Class D-11 Liquor":

11. Live Theatre Performance Venue Class D-11 Liquor License: Live Theatre Performance Venue Class D-11 liquor licenses shall authorize the sale only of beer and wine for consumption on the premises where sold, subject to the following conditions:

- a. The licensee shall be a local not-for-profit corporation organized for the purpose of the performance of live theatre productions in a permanent live theatre location owned or leased by the licensee.
- b. The sale of beer and wine shall be limited to the hours of six o'clock (6:00) P.M. to twelve o'clock (12:00) midnight Monday through Friday and from twelve o'clock (12:00) noon to (12:00) midnight on Saturdays and Sundays up to one hour prior to live theatre performances, during the intermissions of such performances and prior to the beginning of a group discussion following the conclusion of such performances.
- c. The sale of prepackaged snacks will be available at all times when alcohol is being sold.
- d. The closing time for all performance venues shall be one hour later than the time established for terminating the sale of alcoholic beverages.
- e. Patrons may continue to consume alcoholic beverages purchased prior to the time limitation established for the sale of alcoholic beverages until the time established for the closing of the performance venue.
- f. There shall be no signage outside the venue to indicate the sale of alcoholic liquor.

g. The annual fee for a Class D-11 liquor license shall be five hundred dollars (\$500.00).

SECTION FIVE: The current Section 3-4-2D.11. pertaining to Market Café D-12 Class Licenses shall be renumbered as Section 3-4-2D.12.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

ADOPTED this 18th day of July 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Published by me in pamphlet form this _____ day of _____ 2011.

Teresa Powell
Village Clerk

APPLICANTS FOR ENTRY-LEVEL FIREFIGHTER/PARAMEDIC
JANUARY 2011

1. BRETT HARTLEY
2. ZACHERY CRAWFORD
3. MATTHEW KOHLER
4. RUSSELL HAMMER
5. PHILIPP CONTE
6. MICHAEL SCHICKER
7. HYMAN
8. DONALD HOFFMAN, JR
9. DANIEL HUSKA
10. MCCLAREY
11. YIP
12. HOWARD MASON
13. WEHRHEIM
14. VONAU

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

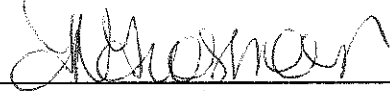
D

Item Title: Presentation by the Chicago Metropolitan Agency for Planning on Preliminary Data for Homes for a Changing Region Report for the Village of Oak Park

Date of Board Action: July 18, 2011

Submitted by:

Department Manager:



Tammie Grossman

Village Manager's Office:



Item History (Previous Board Review, Related Action, History):

The West Cook County Housing Collaborative consisting of Berwyn, Bellwood, Forest Park, Maywood and Oak Park applied through the Collaborative's Coordinator, IFF (formerly known as the Illinois Facilities Fund) for Technical Assistance from the Chicago Metropolitan Agency for Planning (CMAP). Trustee Colette Lueck serves on the Steering Committee of the Collaborative and Housing Programs Manager Tammie Grossman serves on the Working Group. The Metropolitan Planning Council (MPC) and the Metropolitan Mayors Caucus (MMC) are additional Collaborative partners and provide technical assistance to the Collaborative. CMAP awarded the Collaborative technical assistance to develop an Oak Park specific and regional plan under the Homes for a Changing Region project. (Description Attached). CMAP working with IFF, MPC and MMC has agreed to a two stage process. During the first stage of the project, which started this summer, CMAP will work with each municipality and the collaborative as a whole to chart future demand and supply trends for housing in the Collaborative communities. Stage two of the project will begin in the late Fall of 2011 and will look at Transit Oriented Development Opportunities for each community ensuring the cohesiveness of the Region.

Item Policy Commentary (Key Points, Recommendation, Background):

CMAP has completed the preliminary data analysis for the Village of Oak Park and is ready to present its findings to the Board. CMAP is requesting the Board to provide further feedback on the data and assist CMAP in determining future direction of the report. The Chairs of the following Commissions were invited to attend the Board meeting: Plan, Community Design, Transportation, Universal Access and Housing Programs. CMAP will use the comments to further refine the report. A community meeting is scheduled for September 8, 2011 and the report will be further developed after that meeting. A final report will be presented to the Board in late fall.

Item Budget Commentary: The CMAP report does not require any expenditure of funds.

Proposed Action:

Provide direction and comments to CMAP on draft report.

E

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

Item Title: Recommendation to Establish a Speed Table Policy in the Village of Oak Park and Direct Staff to Prepare the Necessary Documents

Resolution or Ordinance No. _____

Date of Board Action July 18, 2011

Submitted by: _____
John Kloak, Staff Liaison to the Transportation Commission

Staff Review:

Village Engineer Jim Budrick 

Village Manager's Office _____ 

Citizen Advisory Board Or Commission Issue Processing (Dates of Related Commission Meetings):

The Village Board, at it's Budget Review Session on November 4, 2010, asked for feedback concerning the use of Speed Tables in the Village. The Transportation Commission reviewed and discussed this issue over several meetings starting in November of 2010 and ending in March 2011. At its March 28th 2011 meeting, the Transportation Commission reviewed and developed the final draft of the Speed Table Policy.

Item Policy Commentary (Previous Board Review, History, Key Points, Current Issue, Commission Recommendation):

The Transportation Commission understands that the installation of speed tables can be an effective tool for reducing vehicle speeds and discouraging cut through traffic on residential streets. Because of the ongoing requests to the Transportation Commission to address speeding vehicles and pedestrian safety within local neighborhoods a policy has been drafted to address how speed tables are requested and the procedure for determining how speed tables will be installed in the Village of Oak Park.

Engineering staff attended several community meetings in 2007 and 2008 to address the concerns of residents regarding speeding vehicles within the 100-200-300 blocks of south East Avenue.

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

Traffic data was collected in June 2007 from South Boulevard to Washington Street. The 85th percentile combined speed of the three blocks in the study area was 28mph.

In October 2007 traffic data was again collected in the same study area and the combined 85th percentile speed was still 28mph.

After the presentation of the data to residents at a community meeting held in February 2008 numerous traffic calming solutions were proposed. One proposal to install temporary speed tables within each block was agreed upon by residents on a trial basis.

In mid June 2008 residents of south East Avenue were notified that the temporary speed tables were being installed, at which time one speed table was placed midblock within the 100, 200 and 300 blocks of south East Avenue.

In September 2008 staff performed traffic data collection to determine the effectiveness and impact of the speed tables within the 100-200-300 blocks of south East Avenue. Traffic data collected resulted in a substantial decrease in speeds within the three block area to a combined 85th percentile speed of 18mph, a reduction of 10mph. The impact has reduced residents concerns regarding speeding and increased the awareness for safety throughout the community.

Subsequently the Village has deployed the temporary speed tables within the subject area during favorable weather conditions for 2009 and 2010. The overall consensus from residents has been favorable with little or no problems with the devices.

In 2010 staff received several petitions to address speeding on local streets. After validating petition requests staff performed traffic data collection in order to make a determination which specific blocks would benefit from the installation of temporary speed tables. After reviewing the data staff determined that some blocks would clearly benefit from the installation of the speed tables.

Starting in November, 2010 and ending in March, 2011 the Transportation Commission discussed the existing speed tables currently in place and their background, the criteria that will be used regarding who can submit a petition, what streets qualify for consideration, intergovernmental agreements if a park or school made a request, what type of analysis will go into testing the temporary speed tables and the shared costs for a permanent installation.

The purpose for adopting a Speed Table Policy is to qualify petition requests and provide a more procedural process in responding to local neighborhood speeding

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

concerns. The policy will ultimately lead to the installation of a permanent speed table on those specific blocks deemed necessary and allow the Village Board to make a determination as to the cost and the design of a permanent traffic calming device.

This policy will modify the existing February 1998 adopted policy which states that speed humps are not an acceptable method on streets, but may be considered in alleys.

The Transportation Commission voted unanimously to make the following recommendation:

Adopt Speed Table Policy to be implemented Village wide.

If the Village Board concurs with the Commission's recommendation tonight, Staff will prepare the necessary draft Resolution for adoption at a later date.

Attached exhibits:

- (A) Draft Speed Table Policy
- (B) Traffic Data East Avenue

Staff Commentary (If applicable or different than Commission):

Staff concurs with the Commission's recommendation.

Item Budget Commentary (If applicable, Account #, Balance, Cost of Contract):

Staff estimates that it would cost less than five thousand dollars (\$5,000) to install Speed Tables on any residential block meeting the proposed Policy requirements.

Proposed Commission Action:

Concur with the Transportation Commission's recommendation and Direct Staff to Prepare the Necessary Documents.

Proposed Staff Action (if different):

Speed Table Policy

DRAFT

How to Request A Speed Table or Speed Cushion

- a. A petition request must be submitted and signed by the residents representing at least 51% of the street frontage on the block on which the speed table will be installed.
- b. The "Speed Table Policy" will only apply to local streets as defined in the comprehensive plan for the Village.
- c. Streets having a limited number of houses that are adjacent to parks and schools and or other non residential properties, will require a letter of support of the petitioner's request.
- d. Petitioners will be notified as to estimated shared costs of a permanent installation of a speed table.
- e. The Department of Public Works will solicit input from Police and Fire Departments for their recommendations.
- f. The Department of Public Works will initiate the collection of traffic data after the petition has been validated.

Collection of Traffic Data

- a. Staff will perform speed and volume studies which may take 3 months, weather permitting.
- b. Average Daily Traffic (ADT) volumes must exceed 1,000 vehicles per 24 hour period in order to qualify for speed tables.
- c. 85th percentile vehicle speeds must exceed 27 miles per hour in order to qualify for speed tables.

Transportation Commission Initial Review

- a. If volume and speed criteria are not met then residents will be notified of this. The residents may petition for an alternative solution.

- b. If the volume and speed criteria are met then the petition will proceed to the Transportation Commission for review.
- c. Property owners on the block(s) for which the speed tables are considered for installation will be contacted and afforded an opportunity to comment on the proposed temporary installation of speed tables.
- d. The Transportation Commission will submit its recommendation to the Village Board of Trustees for installation of a temporary speed table.

Temporary Installation

- a. Within six months of the temporary speed table installation, data will be collected to evaluate the effectiveness of said device.
- b. The results of the evaluation will be presented to the Transportation Commission for their review and final recommendation.

Permanent Installation

- a. The Village Board of Trustees will review the Transportation Commission recommendation and make a final determination as to the installation of a permanent speed table.
- b. Staff will make a determination as to the design of the speed table on the petitioned street.
- c. The installation of speed tables is subject to the availability of funding. Those streets not meeting the above criteria will be considered for alternative measures where appropriate.

DRAFT

Fish Transportation Group
 801 South Blvd Suite 5
 Oak Park, IL 60302

Oak Park
 East Ave
 Randolph - Washington

NB, SB	1	11	16	21	26	31	36	41	46	51	56	61	66	Total
Start Time	10	15	20	25	30	35	40	45	50	55	60	65	70	
10/20/07	0	0	3	18	10	2	0	0	0	0	0	0	0	33
01:00	0	1	2	10	4	0	0	0	0	0	0	0	0	17
02:00	0	0	1	4	4	1	0	0	0	0	0	0	0	10
03:00	0	0	0	0	3	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	2	0	0	0	0	0	0	0	0	2
05:00	0	1	0	2	4	0	0	0	0	0	0	0	0	7
06:00	0	0	4	14	14	2	0	0	0	0	0	0	0	34
07:00	8	6	29	129	61	5	1	0	0	0	0	0	0	239
08:00	5	1	24	109	80	5	1	0	0	0	0	0	0	225
09:00	18	7	47	155	89	8	1	0	0	0	0	0	0	325
10:00	29	30	119	166	39	2	0	0	0	0	0	0	0	385
11:00	26	16	115	213	74	6	0	0	0	0	0	0	0	450
12 PM	14	23	75	193	75	7	0	0	0	0	0	0	0	387
13:00	7	2	36	157	88	8	1	0	0	0	0	0	0	299
14:00	5	1	17	123	89	12	0	0	0	0	0	0	0	247
15:00	10	3	25	141	80	10	0	0	0	0	0	0	0	269
16:00	5	3	25	128	83	7	0	0	0	0	0	0	0	251
17:00	9	3	35	139	56	3	2	0	0	0	0	0	0	247
18:00	6	12	33	106	58	7	0	0	0	0	0	0	0	222
19:00	9	4	26	63	42	6	4	0	0	0	0	0	0	154
20:00	0	0	12	55	34	7	0	0	0	0	0	0	0	108
21:00	3	4	12	42	24	3	0	0	0	0	0	0	0	88
22:00	0	0	10	38	20	3	1	0	0	0	0	0	0	72
23:00	0	1	10	21	24	2	0	0	0	0	0	0	0	58
Total	154	118	660	2026	1057	106	11	0	0	0	0	0	0	4132
Total	556	510	2590	6413	2715	244	21	0	0	0	0	0	0	13049

15th Percentile : 17 MPH
 50th Percentile : 23 MPH
 85th Percentile : 27 MPH
 95th Percentile : 30 MPH

Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 9128
 Percent in Pace : 70.0%
 Number of Vehicles > 25 MPH : 2980
 Percent of Vehicles > 25 MPH : 22.8%

Statistics

Fish Transportation Group
801 South Blvd Suite 5
Oak Park, IL 60302

Oak Park
East Ave
Pleasant - Randolph

NB_SB	1	16	21	26	31	36	41	46	51	56	61	66	Total
Start Time	10	20	25	30	35	40	45	50	55	60	65	70	
10/20/07	3	2	11	11	4	0	0	0	0	0	0	0	31
01:00	0	1	7	4	1	0	0	0	0	0	0	0	14
02:00	0	3	2	5	1	0	0	0	0	0	0	0	11
03:00	0	0	2	2	0	0	0	0	0	0	0	0	4
04:00	0	0	0	0	1	0	0	0	0	0	0	0	1
05:00	0	1	2	2	0	0	0	0	0	0	0	0	5
06:00	1	2	13	13	3	0	0	0	0	0	0	0	32
07:00	10	17	128	70	8	0	0	0	0	0	0	0	235
08:00	9	29	98	63	9	1	0	0	0	0	0	0	216
09:00	29	70	131	46	7	1	0	0	0	0	0	0	308
10:00	40	116	128	24	2	0	0	0	0	0	0	0	346
11:00	40	111	173	72	3	0	0	0	0	0	0	0	428
12 PM	29	81	159	73	2	0	0	0	0	0	0	0	355
13:00	17	62	137	55	1	1	0	0	0	0	0	0	287
14:00	3	25	109	64	4	0	0	0	0	0	0	0	213
15:00	14	53	127	42	3	0	0	0	0	0	0	0	254
16:00	11	46	119	57	4	0	0	0	0	0	0	0	242
17:00	6	49	121	54	5	0	0	0	0	0	0	0	245
18:00	9	28	106	53	2	0	0	0	0	0	0	0	213
19:00	2	12	75	38	4	1	0	0	0	0	0	0	135
20:00	1	14	52	26	1	0	0	0	0	0	0	0	97
21:00	0	1	30	29	4	1	0	0	0	0	0	0	74
22:00	0	1	28	25	3	0	0	0	0	0	0	0	62
23:00	0	0	21	23	2	0	0	0	0	0	0	0	55
Total	224	185	1779	851	74	5	0	0	0	0	0	0	3863
Total	515	354	5751	3063	276	13	0	0	0	0	0	0	11729

Statistics

Mean Speed(Average) : 23 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 8814
 Percent in Pace : 75.1%
 Number of Vehicles > 25 MPH : 3352
 Percent of Vehicles > 25 MPH : 28.6%

15th Percentile : 18 MPH
 50th Percentile : 23 MPH
 85th Percentile : 28 MPH
 95th Percentile : 30 MPH

Fish Transportation Group
 801 South Blvd Suite 5
 Oak Park, IL 60302

Oak Park
 East Ave
 South Blvd - Pleasant

NB, SB	1	11	16	21	26	31	36	41	46	51	56	61	66	Total
Start Time	10	15	20	25	30	35	40	45	50	55	60	65	70	
10/20/07	0	0	2	18	7	3	1	0	0	0	0	0	0	31
01:00	0	1	2	6	4	0	0	0	0	0	0	0	0	13
02:00	0	0	0	2	6	1	0	0	0	0	0	0	0	9
03:00	0	0	0	2	1	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
05:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
06:00	0	0	4	10	16	3	0	0	0	0	0	0	0	33
07:00	1	1	17	116	87	14	2	0	0	0	0	0	0	238
08:00	3	4	18	103	76	13	1	0	0	0	0	0	0	218
09:00	10	9	29	154	85	8	4	0	0	0	0	0	0	299
10:00	18	5	56	195	57	7	1	0	0	0	0	0	0	339
11:00	18	26	117	188	97	4	0	1	0	0	0	0	0	451
12 PM	12	3	54	167	90	15	1	0	0	0	0	0	0	342
13:00	6	11	62	121	73	7	0	0	0	0	0	0	0	280
14:00	5	8	47	98	49	5	0	0	0	0	0	0	0	212
15:00	3	10	57	126	56	6	0	0	0	0	0	0	0	258
16:00	11	16	67	108	47	3	0	0	0	0	0	0	0	252
17:00	7	14	57	109	50	8	0	0	0	0	0	0	0	245
18:00	7	8	38	100	48	6	0	0	0	0	0	0	0	207
19:00	3	2	20	55	43	7	2	1	0	0	0	0	0	133
20:00	3	1	10	56	25	2	0	0	0	0	0	0	0	97
21:00	2	3	9	24	32	1	1	0	0	0	0	0	0	72
22:00	0	0	5	28	18	4	0	0	0	0	0	0	0	55
23:00	2	0	5	18	23	1	1	0	0	0	0	0	0	50
Total	111	122	676	1806	991	118	14	2	0	0	0	0	0	3840
Total	371	322	1852	5706	3118	385	34	3	0	0	0	0	0	11791

15th Percentile : 18 MPH
 50th Percentile : 23 MPH
 85th Percentile : 28 MPH
 95th Percentile : 30 MPH

Mean Speed(Average) : 23 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 8824
 Percent in Pace : 74.8%
 Number of Vehicles > 25 MPH : 3540
 Percent of Vehicles > 25 MPH : 30.0%

Statistics

Fish Transportation Group
801 South Blvd Suite 5
Oak Park, IL 60302

Oak Park
East Ave
Randolph - Washington

NB, SB	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
09/18/08	6	2	1	1	0	0	0	0	0	0	0	0	0	10
01:00	3	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	4	4	1	2	0	0	0	0	0	0	0	0	0	11
03:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
04:00	9	0	0	0	0	0	0	0	0	0	0	0	0	9
05:00	12	3	1	0	0	0	0	0	0	0	0	0	0	16
06:00	47	21	0	0	0	0	0	0	0	0	0	0	0	68
07:00	317	75	12	0	0	0	0	0	0	0	0	0	0	404
08:00	254	80	14	1	0	0	0	0	0	0	0	0	0	349
09:00	119	29	3	0	0	0	0	0	0	0	0	0	0	151
10:00	113	24	1	2	0	0	0	0	0	0	0	0	0	140
11:00	108	27	4	1	0	0	0	0	0	0	0	0	0	140
12 PM	139	29	3	0	0	0	0	0	0	0	0	0	0	171
13:00	131	30	4	0	0	0	0	0	0	0	0	0	0	165
14:00	167	48	11	1	1	0	0	0	0	0	0	0	0	228
15:00	286	88	10	1	0	0	0	0	0	0	0	0	0	385
16:00	250	57	8	0	0	0	0	0	0	0	0	0	0	315
17:00	338	66	10	0	0	0	0	0	0	0	0	0	0	414
18:00	336	65	8	0	0	0	0	0	0	0	0	0	0	409
19:00	178	42	8	1	0	0	0	0	0	0	0	0	0	229
20:00	126	32	1	0	0	0	0	0	0	0	0	0	0	159
21:00	84	26	4	0	0	0	0	0	0	0	0	0	0	114
22:00	36	15	2	1	0	0	0	0	0	0	0	0	0	54
23:00	12	4	0	1	1	0	0	0	0	0	0	0	0	18
Total	3076	768	106	12	2	2	0	0	0	0	0	0	0	3964
Grand Total	3076	768	106	12	2	2	0	0	0	0	0	0	0	3964

Statistics

15th Percentile : 3 MPH
 50th Percentile : 10 MPH
 85th Percentile : 17 MPH
 95th Percentile : 20 MPH

Mean Speed(Average) : 10 MPH
 10 MPH Pace Speed : 1-10 MPH
 Number in Pace : 2051
 Percent in Pace : 51.7%

Number of Vehicles > 25 MPH : 14
 Percent of Vehicles > 25 MPH : 0.4%

Fish Transportation Group
 801 South Blvd Suite 5
 Oak Park, IL 60302

Oak Park
 East Ave
 Pleasant - Randolph

NB, SB	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	
09/18/08	2	5	1	0	0	0	0	0	0	0	0	0	0	8
01:00	2	1	2	0	0	0	0	0	0	0	0	0	0	5
02:00	2	6	2	0	0	0	0	0	0	0	0	0	0	10
03:00	2	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	5	1	1	0	0	0	0	0	0	0	0	0	0	7
05:00	9	4	1	0	0	0	0	0	0	0	0	0	0	14
06:00	38	27	4	0	0	0	0	0	0	0	0	0	0	69
07:00	232	173	12	0	0	0	0	0	0	0	0	0	0	417
08:00	139	140	15	2	0	0	0	0	0	0	0	0	0	296
09:00	75	54	4	0	0	0	0	0	0	0	0	0	0	133
10:00	66	52	6	0	0	0	0	0	0	0	0	0	0	124
11:00	54	60	8	1	0	0	0	0	0	0	0	0	0	123
12 PM	102	62	5	0	0	0	0	0	0	0	0	0	0	169
13:00	77	55	3	0	0	0	0	0	0	0	0	0	0	135
14:00	119	82	7	1	0	0	0	0	0	0	0	0	0	209
15:00	238	102	8	1	0	0	0	0	0	0	0	0	0	349
16:00	169	118	7	1	0	0	0	0	0	0	0	0	0	295
17:00	270	135	5	0	0	0	0	0	0	0	0	0	0	410
18:00	276	116	6	1	0	0	0	0	0	0	0	0	0	399
19:00	146	81	7	0	0	0	0	0	0	0	0	0	0	234
20:00	85	49	2	0	0	0	0	0	0	0	0	0	0	136
21:00	55	46	3	0	0	0	0	0	0	0	0	0	0	104
22:00	16	21	2	0	0	0	0	0	0	0	0	0	0	39
23:00	6	7	1	1	0	0	0	0	0	0	0	0	0	15
Total	2185	1397	112	8	0	0	0	0	0	0	0	0	0	3702
Grand Total	2185	1397	112	8	0	0	0	0	0	0	0	0	0	3702

15th Percentile : 4 MPH
 50th Percentile : 13 MPH
 85th Percentile : 19 MPH
 95th Percentile : 20 MPH

Mean Speed(Average) : 12 MPH
 10 MPH Pace Speed : 11-20 MPH
 Number in Pace : 2122
 Percent in Pace : 57.3%
 Number of Vehicles > 25 MPH : 8
 Percent of Vehicles > 25 MPH : 0.2%

Statistics

Fish Transportation Group
 801 South Blvd Suite 5
 Oak Park, IL 60302

Oak Park
 East Ave
 South Blvd - Pleasant

NB, SB	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
09/18/08	3	4	0	1	0	0	0	0	0	0	0	0	0	8
01:00	1	4	1	0	0	0	0	0	0	0	0	0	0	6
02:00	1	5	1	1	0	0	0	0	0	0	0	0	0	8
03:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
04:00	2	2	0	0	0	0	0	0	0	0	0	0	0	4
05:00	11	7	0	1	0	0	0	0	0	0	0	0	0	19
06:00	10	30	4	0	0	0	0	0	0	0	0	0	0	44
07:00	133	181	19	1	0	0	0	0	0	0	0	0	0	334
08:00	136	162	16	1	0	0	0	0	0	0	0	0	0	315
09:00	61	79	9	0	0	0	0	0	0	0	0	0	0	149
10:00	52	65	10	0	0	0	0	0	0	0	0	0	0	127
11:00	69	54	5	1	0	0	0	0	0	0	0	0	0	129
12 PM	40	92	12	0	0	0	0	0	0	0	0	0	0	144
13:00	42	87	10	1	0	0	0	0	0	0	0	0	0	140
14:00	64	94	14	1	0	0	0	0	0	0	0	0	0	173
15:00	130	169	34	1	0	0	0	0	0	0	0	0	0	334
16:00	126	157	15	1	0	0	0	0	0	0	0	0	0	299
17:00	212	168	7	2	0	0	0	0	0	0	0	0	0	389
18:00	192	159	13	0	0	0	0	0	0	0	0	0	0	364
19:00	88	143	22	2	0	0	0	0	0	0	0	0	0	255
20:00	49	73	8	0	0	0	0	0	0	0	0	0	0	130
21:00	32	83	5	1	0	0	0	0	0	0	0	0	0	121
22:00	18	27	5	0	0	0	0	0	0	0	0	0	0	50
23:00	6	8	0	1	0	0	0	0	0	0	0	0	0	15
Total	1480	1853	211	16	0	0	0	0	0	0	0	0	0	3560
Grand Total	1480	1853	211	16	0	0	0	0	0	0	0	0	0	3560

Statistics

- 15th Percentile : 6 MPH
- 50th Percentile : 16 MPH
- 85th Percentile : 20 MPH
- 95th Percentile : 22 MPH
- Mean Speed(Average) : 14 MPH
- 10 MPH Pace Speed : 11-20 MPH
- Number in Pace : 2348
- Percent in Pace : 66.0%
- Number of Vehicles > 25 MPH : 16
- Percent of Vehicles > 25 MPH : 0.4%

**Approved Minutes of Meeting
Transportation Commission
Monday, November 22 - 7:00 PM
Council Chambers - Village Hall**

Call to Order and Roll Call Chair Aeschleman called the meeting to
order at 7:03PM.

Present: Chair Paul Aeschleman, John Dagnon, Beth Marek, Jack Chalabian II, John
Abbott, Charles Frangos, Laszlo Medgyesy

Excused: None

Absent: None

Staff Present: Delia Tamas, Jim Budrick, Cara Pavlicek, John Kloak

Non-Agenda Public Comment:

Christine Portnoff, resident at Jackson and Scoville spoke about high level of noise from cars driving down Jackson. Radios are blaring and vibrations coming from cars is highly annoying. She wishes something could be done to improve the conditions.

Francisco Cotto, resident from 300 North Grove spoke about the problems the new 2 hour parking restrictions are creating for himself and neighbors. He would like to see the Commission reconsider the changes made.

Approval Of Tonight's Meeting

Commissioner Abbott motioned to approve tonight's agenda as presented. Commissioner Marek seconded the motion. The motion was approved by a 7 to 0 voice vote.

Approval Of Draft Minutes From Previous Meetings

Commissioner Dagnon motioned to approve the October 25, 2010 Transportation Commission meeting minutes as submitted and Commissioner Frangos seconded the motion. The motion was approved by a 7 to 0 voice vote.

Agenda Item 5 – Review of Petition for Parking Restrictions on the 700 Block of South East Avenue as Well as on Select Adjacent 700 Blocks.

Parking Services Assistant Manager Delia Tamas reviewed the staff memorandum and gave background information on the petition and the data and information collected by staff.

Chair Aeschleman commented on the Madison and East Area Wide Study recently completed and the six month review planned for mid 2011. He had questioned the

Chair Aeschleman pointed out that this was a recommendation that was made when dealing with Division and Woodbine. The Board had directed the Commission to look at speed limits throughout the Village and that, in fact, the next agenda item was dealing with exactly that issue. There being no further discussion he then proceeded to call for the vote.

AYES: Chalabian, Abbott, Frangos and Marek

NAYES: Medgyesy, Dagnon, and Aeschleman

The motion passed 4 to 3.

Agenda Item 7 – Continued Discussion of Park Zone Speed Limits and Speed Limits Throughout the Village

John Kloak presented the map outlining the speed limits along the major streets in and around the Village.

Chair Aeschleman spoke about posted speed limits and their need to be consistent with adjoining communities having similar streets

Jim Budrick indicated that staff would develop a close up map around parks to determine potential Park Zone speed limits could be considered. This would be presented to the Commission in January or February at the latest.

The Commission discussed the various major streets and their speed limits relative the neighboring communities. The consensus was to have speed limits match with our suburban neighbors.

Jim Budrick indicated that Ridgeland from Roosevelt to Augusta and all of Washington Boulevard are State Highways. Changes to the speed limits on these streets would need to be coordinated with the State.

Commissioner Abbott then moved to recommend to the Village Board that the speed limits on Division Street, Chicago Avenue, Lake Street between Forest Avenue and Ridgeland Avenue, and Oak Park Avenue be changed to 25 MPH to match the adjacent suburban communities. The motion was seconded by Commissioner Marek.

AYES: Abbott, Marek, Chalabian, Medgyesy , Frangos and Aeschleman

NAYES: Dagnon

The motion passed 6 to 1

Agenda Item 7 – Continued Discussion Regarding Creation of Speed table Policies

John Kloak reviewed the speed data collected over the past several years. Statistical analysis of the data in the way of Average and 85th Percentile was calculated.

The Commissioners briefly discussed the issue and the consensus was to have staff draft a policy using this information and bring back to the Commission in January, 2011 for discussion.

December 2010 meeting: Jim Budrick polled the Commission members regarding the December meeting. The consensus was that there would be no meeting held in December. The next scheduled meeting would then be Monday, January 24, 2011.

Adjournment:

There being no other business, it was moved and seconded to adjourn. The motion was approved unanimously by voice vote. The meeting was adjourned at 9:40 PM.

Respectfully submitted,

Jim Budrick
Village Engineer

**Approved Minutes of Meeting
Transportation Commission
Monday, January 24, 2011 - 7:00 PM
Council Chambers - Village Hall**

Call to Order and Roll Call Chair Aeschleman called the meeting to
order at 7:15PM.

Present: Chair Paul Aeschleman, John Abbott, Charles Frangos, Laszlo Medgyesy

Excused: Jack Chalabian II (arrived at 7:45 PM)

Absent: John Dagnon, Beth Marek

Staff Present: Jim Budrick, Michael Koperniak, John Kloak

Approval Of Tonight's Meeting

Commissioner Medgyesy motioned to approve tonight's agenda as presented. Commissioner Abbott seconded the motion. The motion was approved by a 4 to 0 voice vote.

Approval Of Draft Minutes From Previous Meetings

Commissioner Medgyesy motioned and Commissioner Abbott seconded to approved the draft November 22, 2010 Transportation Commission meeting minutes as submitted. The motion passed 4 to 0.

1st item - Referral From The Plan Commission To Provide An Opinion Regarding Specific Parking And Traffic Issues Related To The Proposed Interfaith Housing Development Project At The Corner Of Madison Street And Grove Avenue

Village Engineer Jim Budrick gave a presentation on this issue, including background information. He indicated that the Commission was being asked to review two specific issues, (a) a possible traffic diverter on Grove Avenue, and (b) the use of on-street commercial parking to meet zoning requirements.

Chair Aeschleman inquired about the existing parking restrictions on Madison Street. Budrick responded that there is a 2 hour 9AM - 5PM parking restriction on Madison Street.

There was a discussion about the proposed developments project timeline.

Chair Aeschleman asked how the issue of overnight guest parking was addressed. A short discussion of this followed.

1/24/11



2nd item - Review Of Draft Speed Table Policy

This is a continuation of the Commission's review of a draft speed table policy.

John Kloak gave a presentation and outlined the proposed draft speed table policies.

Commissioner Frangos inquired if a 51 percent petition requirement was standard. Budrick responded in the affirmative. Commissioner Frangos then asked how Staff would determine if traffic has moved to adjacent streets.

The Commission and Staff had a discussion on various ways to reduce speeding.

Commissioner Abbott asked why the Village shouldn't always use speed cushions instead of speed tables. Kloak responded that speed cushions would only be used on emergency fire routes.

The Commission and Staff had a discussion of the different types of permanent speed tables and speed cushions and their use on local streets.

Commissioner Medgyesy indicated that the proposed criteria # 3 was vague.

The Commission and staff had a discussion about requiring residents to pay for the installation of speed tables and cushions. Commission Abbott gave his views on sharing costs.

Chair Aeschleman expressed concern about the 1,000 ADT criteria because ADT's vary throughout the year and by parks and schools. Aeschleman also inquired about how to deal with the 51 percent petition requirement when one side of the block is a park.

Commissioner Medgyesy inquired about the speed table on Gunderson by Rehm Park. Budrick explained the background on this speed table.

The Commission also inquired about the cases like along Lemoyne Parkway by Lindberg park where there are only two houses on the block and a park on one side.

Commissioner Chalabian also indicated that the 3rd criteria is vague. He also indicated that it should be made clear during the petition process that resident would be required to pay for the speed tables.

Chair Aeschleman expressed concern about intergovernmental agreements if parks and or schools requested the speed tables or cushions.

Budrick suggested that the Village would pay for temporary testing of the speed tables and for a shared cost for a permanent installation.

Commissioner Chalabian concurred with the comments regarding intergovernmental agreements.

Chair Aeschleman inquired as to how speed tables and cushions would affect bicyclists. Staff responded that bicyclists could ride in between the speed cushions.

Budrick indicated that Staff would present the final draft speed table policies at the next Commission meeting.

Commissioner Medgyesy indicated that Staff should add text about testing procedures.

This item was tabled until the next meeting.

3rd item - Review Of Detailed Maps Of Proposed Park Speed Zones Around Public Parks

Staff Liaison Koperniak gave a PowerPoint presentation regarding the proposed Park Speed Zones around eighteen parks in the Village. It was indicated that the speed limit would be 20 miles per hour in these zones.

Commissioner Medgyesy asked about the locations where the proposed park speed zones would overlap with existing school speed zones.

Chair Aeschleman asked about the possibility of improved pedestrian crossing signage and motorists stopping for pedestrians. Staff replied that the village could look at additional signage.

There was a discussion regarding if Ridgeland Avenue and/or Washington Boulevard were to retain their existing 30 miles per hour speed limits. Staff replied that these are unmarked State of Illinois highways and therefore, the State has jurisdiction regarding the posted speed limit.

Chair Aeschleman asked if the Village would be shortchanging itself by only implementing the park speed zones without considering enhanced pedestrian crossings. Commissioner Abbott supported the notion of enhanced signage including the possible use of portable Stop For Pedestrian signs in the middle of the road.

The Commission and Staff had a discussion about the cost and time of implementing the park speed zones at all 18 park locations. This discussion included prioritizing the parks for signage. Commissioner Frangos suggested prioritizing based on pedestrian / vehicle collisions. Another suggestion was to prioritize based on park usage statistics. Another suggestion was to implement Staff's recommendations unless the Park District says otherwise. It was suggested to have the Park District review the recommended park speed zone locations.

Commissioner Medgyesy asked Staff if the Village ever removes or consolidates signs. Village Engineer Jim Budrick responded yes.

**Approved Minutes of Meeting
Transportation Commission
Monday, February 28, 2011 - 7:00 PM
Council Chambers - Village Hall**

Call to Order and Roll Call Chair Aeschleman called the meeting to
order at 7:10PM.

Present: Chair Paul Aeschleman, Laszlo Medgyesy, John Dagnon, Jack Chalabian II

Excused: Charles Frangos,

Absent: Beth Marek, John Abbott

Staff Present: Jim Budrick, Michael Koperniak, John Kloak

Approval Of Tonight's Meeting

Commissioner Dagnon motioned to approve tonight's agenda as presented. Commissioner Chalabian seconded the motion. The motion was approved by a 4 to 0 voice vote.

Approval Of Draft Minutes From Previous Meetings

Commissioner Chalabian motioned and Commissioner Dagnon seconded to approved the draft January 24, 2011 Transportation Commission meeting minutes as submitted. The motion passed 4 to 0.

1st Item - Review Of Final Draft Speed Table Policy

Staff Engineer Kloak gave a presentation regarding the final draft speed table policy.

Commissioner Dagnon asked questions regarding the average daily traffic (ADT) volume values, the ADT on the 200, 300, and 400 blocks of South East Avenue, and the shared cost criteria. Village Engineer Jim Budrick answered the questions.

Commissioner Medgyesy asked questions about: the 51 percent signature petition requirement, the definition of 'affected parties', the 3 months study requirements, rewording from temporary testing to temporary installation, and Staff's determination of the type of speed table to use.

Commissioner Chalabian commented on: references to the Public Works Department, the need for clarification regarding "will review" to initiate data collection, and his concern about the 85th percentile speed criteria being established at 27 miles per hour instead of 25 mph.



Chair Aeschleman also spoke about the reference to the Public Works Department, to parks and schools and other non-residential properties.

Staff Liaison Koperniak suggested to only install speed tables on local residential streets and gave reasons for the suggestion.

Village Engineer Budrick stated that staff will take these comments and develop a final revised draft policy document and present it at the next meeting.

This item will be continued at the next meeting.

2nd Item - Review Of Draft Streetscape Geometrics Plan For Greater Downtown

Chair Aeschleman gave a presentation as to why the Commission is looking at this issue.

Commissioner Dagnon asked if the streetscape will extend under the viaduct. Village Engineer Budrick responded affirmatively.

The Commission discussed the issue of heated sidewalks.

Commissioner Medgyesy commented about pedestrians walking along the south side of North Boulevard between Marion Street and Forest Avenue and how there should be a sidewalk for them to use. Village engineer Budrick responded that the village is aware of this and it depends on how North Boulevard will be developed.

Commissioner Chalabian commented on sight line issues with trees at the intersections. Village Engineer Budrick responded that he is satisfied with the proposed tree placement.

Commissioner Dagnon asked about the loss of Parking. Budrick responded that the loss would be minimal.

Chair Aeschleman raised questions about the curb radii, that easy access should be provided to Mills Park and commented that all modes of transportation were considered. Budrick responded that the designers are still working the curb radii design.

Commissioner Medgyesy asked if Oak Park Avenue between North Boulevard and Lake Street will get a speed table.

Chair Aeschleman inquired about installing a large bicycle rack on the north side of South Boulevard east of Oak Park Avenue.

The Commission asked about the price tag and it was given as approximately \$10 million dollars which would come from TIF funds.

3/28/11

**Approved Minutes of Meeting
Transportation Commission
Monday, March 28, 2011 - 7:00 PM
Council Chambers - Village Hall**

Call to Order and Roll Call John Abbott called the meeting to order at 7:10PM.

Present: John Abbott, Beth Marek, Laszlo Medgyesy, John Dagnon, Charles Frangos

Excused: Chair Paul Aeschleman and Jack Chalabian II

Absent:

Staff Present: Jim Budrick, Michael Koperniak, John Kloak, Delia Tamas, Tina Brown

Approval Of Tonight's Meeting

Commissioner Dagnon motioned to approve tonight's agenda as presented with addressing Agenda Item #7 first. Commissioner Marek seconded the motion. The motion was approved by a 5 to 0 voice vote.

Approval Of Draft Minutes From Previous Meetings

Commissioner Dagnon motioned and Commissioner Marek seconded to approved the draft February 28, 2011 Transportation Commission meeting minutes as submitted. The motion passed 5 to 0.

ITEM# 7 REVIEW OF FINAL DRAFT SPEED TABLE POLICY



Staff Engineer John Kloak gave a presentation regarding the final draft speed table policy.

Commissioner Dagnon asked if the public will be made aware of the proposed cost. Jim Budrick responded yes, via the Village's communication channels. Jim Budrick also advised that this item is expected to go before the Village Board of Trustees at the end of May 2011.

Commissioner Abbott asked about the average daily traffic volume. Jim Budrick stated 3,000.

The Commission further discussed with Staff the road classification of the 100 through 300 blocks of South East Avenue and how the public would be notified if this policy were approved by the Village Board.

Commissioner Dagnon motioned and Commissioner Medgyesy seconded to approve item #7 as written. The motion passed 5 to 0.

Item #5 - REVIEW OF THE PETITION TO REMOVE THE "NO PARKING 8AM-10AM M-F" RESTRICTION AND TO CHANGE THE 2-HOUR 10AM-5PM TO A 4 HOUR 10AM-5PM PARKING RESTRICTION ON THE 1200 BLOCK OF COLUMBIAN AVENUE

Parking Restrictions Coordinator Tina Brown gave a presentation regarding the proposed changes on the 1200 block of Columbian Avenue.

Ms. Brown read public testimony that supports the petition from a resident of 1209 Columbian Avenue.

Ms. Brown advised that staff supports the petition.

Public Testimony

Mr. Dan Finnegan – business owner at 6611 North Avenue advised that he supports the petition. Mr. Finnegan stated that the restriction changes will benefit the residents and the businesses.

Commissioner Medgyesy asked if staff conducted a parking study of the block. Ms. Brown stated no. She advised that the Village typically does surveys for permit parking proposals but not for No Parking 8am-10am or short-term (2-Hour) parking restriction proposals such as this.

Commissioner Marek motioned and Commissioner Dagnon seconded to approve item #5 as written. The motion passed 5 to 0.

Item #6 - DISCUSSION ONLY REGARDING SIGNAGE FOR LOTS WHERE SINGLE OVERNIGHT PERMITS ARE SOLD

Assistant Parking Manager Delia Tamas presented item #6 on behalf of Parking Services Manager Cara Pavlicek.

Ms. Tamas advised that staff is seeking the Transportation Commissioners' input on posting new signage concerning the availability of overnight parking passes in certain Village lots. (These lots were identified in the presentation.)

Commissioner Dagnon asked why can't overnight passes be issued via the internet. Ms. Tamas stated that staff is headed in that direction.

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION

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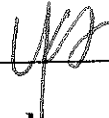
AGENDA ITEM COMMENTARY

Item Title: AN ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE ENTITLED "ALCOHOLIC LIQUOR DEALERS"

Date of Board Action: July 18, 2011

Staff Review: Teresa Powell, Village Clerk

Manager's Office: _____



**Submitted by: Liquor Control Review Board
Jerry Ostergaard, Chairperson**

Item History:

At their Regular Meeting of June 7, 2010, the Village Board asked the Liquor Control Review Board (LCRB) to review the Oak Park Liquor Ordinance (Chapter 3 of the Village Code) to determine whether any changes in regulations were warranted.

On August 24, 2010, the LCRB met with local restaurant representatives to solicit input on any needed changes to the Liquor Code and invited input by email and through survey responses as well. The LCRB prepared a summary of comments and presented these to the Village Board On October 19, 2010. The Village Board asked the LCRB to solicit comments from the public on this recommendation

Over the next several months the LCRB prepared an outreach strategy and questions for the public and announced a Public Hearing for April 26, 2011. The LCRB also invited comment from the public to the Village Clerk for those who could not attend the meeting.

The further input from the public was reviewed at the May 24, 2011 meeting of the LCRB, and final recommendations were prepared for the Village Board. The first reading occurred at the Regular Board meeting of June 6, 2011 and the Board directed staff to prepare and amended ordinance. These changes were presented to the Board for approval at the July 18, 2011 meeting.

Item Policy Commentary:

The items presented today represent a consensus of public opinion regarding appropriate changes to the current Liquor Code. Former Village Attorney Heise has provided additional information in response to questions raised at the last meeting regarding several modifications to the original proposal.

Item Budget Commentary:

Revenue impact to be determined.

Proposed Board Action:

Adopt the ordinance.

**ORDINANCE AMENDING CHAPTER 3 OF THE VILLAGE CODE
RELATING TO ALCOHOLIC LIQUOR DEALERS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, as follows:

SECTION ONE: That Section 3-1-1 of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Definitions" is hereby amended to read as follows:

3-1-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined, as follows:

RESTAURANT: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, which offers patrons complete meals, including dinner and/or luncheon menu at which the service of alcoholic beverages is incidental, **and** complementary **and subsidiary** to the service of such meals. Limited food service, such as provided by lounges, luncheonettes, diners, coffee shops, drive-ins, pizza parlors and similar uses, does not satisfy the requirements of this definition.

SECTION TWO: That Section 3-4-2B.4. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Classification and Number of Liquor Licenses and Fees; Restaurant Liquor Licenses" is hereby amended to read as follows:

3-4-2B.4.: CLASSIFICATION AND NUMBER OF LIQUOR LICENSES AND FEES; RESTAURANT CLASS B-4 LIQUOR LICENSES:

4. Restaurant Class B-4 Liquor License: Restaurant class B-4 liquor licenses shall authorize the sale of alcoholic liquor in restaurants with a seating capacity, including all lounge area seating, of not less than fifty (50) persons for food service, pursuant to the terms of a class B-1 liquor license and in addition shall allow the sale of alcoholic liquor in a lounge **and at** **restaurant tables** to patrons who do not order food, subject to the following:

- a. ~~That the only means of ingress or egress from the lounge area shall be through the dining area of the restaurant, and~~ the lounge area shall be placed in such a manner as to be consistent with the subsidiary role of the lounge as an adjunct to the primary restaurant business.
- b. That alcoholic liquor sales in the lounge and at restaurant tables be restricted to those hours when food service is available in the restaurant.
- c. That the floor area of the lounge may constitute no more than thirty percent (30%) of the floor space of the public dining area, except that the floor area of any physically separate pool playing area adjacent to and only accessible through the lounge area shall not be included as lounge area floor space in calculating the ratio of floor space in the lounge to floor space in the public dining area.
- ~~d. That when the lounge area shall consist of tables and chairs in addition to a bar with bar stools, there shall be a physical separation between the restaurant and lounge.~~
- d. The sale of alcoholic liquor for consumption on the premises where sold shall be subsidiary and incidental to the sale and service of food.
- (1) The test to determine whether the sale of alcoholic liquor is subsidiary and incidental to the restaurant main business of the sale and service of food shall be a comparison of the gross revenue derived by the licensee from the sale of alcoholic liquor to the gross revenue obtained by the licensee from the sale and service of both alcoholic liquor and food for the annual period during which the liquor license is in effect.
- (2) For purposes of this chapter, "gross revenue" is defined to mean the total amount of cash or other consideration (including all taxes collected by the seller) received by the licensee as the result of the transfer of food and/or alcoholic liquor, to another.
- (3) It shall be a condition for the renewal of a Class B-4 liquor license that, for the prior license period during which the applicant for license renewal was a licensee in such class, the licensee's gross revenue from the sale of alcoholic liquor authorized by the licensee's liquor license did not exceed forty percent (40%) of the licensee's gross revenue from the sale and service of all

food and alcoholic liquor in the ordinary course of business by the licensee on the licensed premises.

of the imposed alcoholic liquor Control renewal of the liquor 5 of this chapter.

- (4) If the Commissioner determines that the licensee is not attempting in good faith to comply with the provisions of the licensee's liquor license concerning the sale of alcoholic liquor as a subsidiary and incidental part licensee's business, and with the limitations upon the gross revenue from the sale of as provided herein, the Local Liquor Commissioner shall reject the license as provided in section 3-7-

- (5) The licensee shall maintain adequate books and records in accordance with generally accepted accounting standards, which shall clearly indicate gross revenue from the sale of alcoholic liquor separately from gross revenue for the sale of food.

- (6) The licensee shall make such books and records available for inspection by the Commissioner, or the Commissioner's designee. Such inspection may be conducted during normal business hours on the licensed premises, or at such other location in the Village as directed by the Commissioner. The Commissioner shall determine, as a result of such inspection, whether, in the Commissioner's opinion, the books and records maintained by the licensee meet the requirements of this chapter, and whether there is cause for the Commissioner to conduct additional proceedings as provided in section 3-7-5 of this Chapter.

SECTION THREE: That Section 3-4-2C.1.a. of the Alcoholic Liquor Dealers Chapter of the Village Code relating to "Package Liquor Licenses" is hereby amended to read as follows

- C. Package Liquor Licenses:
1. Package Liquor Class C Licenses

- a. ~~Class C liquor licenses are permitted only in a district zoned for business or commercial uses, provided that not more than one Class C liquor license of any kind (including Classes C-1 through C-5) may be issued in each business area, other than the Central Business Area. "Business areas" are as defined in section 3-1-1 of this chapter.~~

SECTION FOUR: That Section 3-4-2D. of the Alcoholic Liquor Dealers Chapter of the Village Code is hereby amended by adding a new Paragraph 11 relating to "Live Theatre Performance Venue Class D-11 Liquor":

11. Live Theatre Performance Venue Class D-11 Liquor License: Live Theatre Performance Venue Class D-11 liquor licenses shall authorize the sale only of beer and wine for consumption on the premises where sold, subject to the following conditions:
 - a. The licensee shall be a local not-for-profit corporation organized for the purpose of the performance of live theatre productions in a permanent live theatre location owned or leased by the licensee.
 - b. The sale of beer and wine shall be limited to the hours of six o'clock (6:00) P.M. to twelve o'clock (12:00) midnight Monday through Friday and from twelve o'clock (12:00) noon to (12:00) midnight on Saturdays and Sundays up to one hour prior to live theatre performances, during the intermissions of such performances and prior to the beginning of a group discussion following the conclusion of such performances.
 - c. The sale of prepackaged snacks will be available at all times when alcohol is being sold.
 - d. The closing time for all performance venues shall be one hour later than the time established for terminating the sale of alcoholic beverages.
 - e. Patrons may continue to consume alcoholic beverages purchased prior to the time limitation established for the sale of alcoholic beverages until the time established for the closing of the performance venue.
 - f. There shall be no signage outside the venue to indicate the sale of alcoholic liquor.

g. The annual fee for a Class D-11 liquor license shall be five hundred dollars (\$500.00).

SECTION FIVE: The current Section 3-4-2D.11. pertaining to Market Café D-12 Class Licenses shall be renumbered as Section 3-4-2D.12.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

ADOPTED this 18th day of July 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Published by me in pamphlet form this _____ day of _____ 2011.

Teresa Powell
Village Clerk

APPLICANTS FOR ENTRY-LEVEL FIREFIGHTER/PARAMEDIC
JANUARY 2011

1. BRETT HARTLEY
2. ZACHERY CRAWFORD
3. MATTHEW KOHLER
4. RUSSELL HAMMER
5. PHILIPP CONTE
6. MICHAEL SCHICKER
7. HYMAN
8. DONALD HOFFMAN, JR
9. DANIEL HUSKA
10. MCCLAREY
11. YIP
12. HOWARD MASON
13. WEHRHEIM
14. VONAU

VILLAGE OF OAK PARK
REVISED AGENDA ITEM COMMENTARY

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Item Title: Resolution Authorizing Execution of an Intergovernmental Agreement Regarding the Near West Suburban Housing Collaborative with the Village of Maywood Entering into an Independent Contractor Services Agreement For an Inter-Jurisdictional Housing Coordinator

Resolution or Ordinance No. _____


Date of Board Action: July 18, 2011

Submitted by:

Housing Programs Manager:


Tammie Grossman

Village Manager's Office:



Item Policy Commentary (Previous Board Review, History Key Points, Current Issue, Commission Recommendation): The contract coming before the Board is a renewal of the Intergovernmental Agreement between the Village of Oak Park, and the other near west suburban communities of Maywood, Berwyn, Broadview, Forest Park and Bellwood (collectively, with Oak Park, the "Member Communities"), and the Metropolitan Planning Council and the Metropolitan Mayors Caucus. Significant changes to the contract include a reduction of funding from the Chicago Community Trust and a corresponding potential increase in funding from the Grand Victoria Foundation and the removal of the Village of Broadview as a participant in the Collaborative.

The West Cook County Housing Collaborative (the "Collaborative") was created by the municipalities for the purpose of the Collaborative to obtain Neighborhood Stabilization Program ("NSP") Funds and other funds to use in furtherance of the housing goals in the Member Communities. In 2009 and 2010, the Member Communities applied to the Chicago Community Trust for funding to hire a consultant to act as the coordinator for the communities. The Chicago Community Trust awarded the Member Communities \$75,000 to hire the consultant. Maywood issued a Request for Proposals. Staff from the communities of Oak Park, Berwyn, Maywood and Bellwood interviewed the qualified respondents and decided that IFF, a non-profit community development financial institution, was best positioned to act as the coordinator.

In the past two years that IFF has been coordinator, they worked successfully with the City of Berwyn to implement a state award of NSP funds, and applied to Cook County on behalf of the Collaborative for Cook County NSP funds. IFF, on behalf of the Collaborative was awarded \$3.1 million for multi-family acquisition and rehab and single family acquisition and rehab. NSP funds were used to acquire and rehab a 22 unit multi-family building in Maywood and three single family homes in Bellwood.

All of the Member Communities adopted the Metropolitan Mayor's Caucus Housing Endorsement criteria as a framework for implementing the NSP award and as guiding

principles for future housing developments in their communities. IFF has submitted an application to the Department of Commerce and Economic Opportunity (DCEO) for an additional \$6 million to acquire and rehab distressed single family homes in the member communities. Additionally, IFF applied to the Chicago Metropolitan Agency for Planning (CMAP) for technical assistance to the member communities and the collaborative as whole to create a housing plan and align the transit oriented developments of the member communities.

In the spring of 2011, the member communities applied to and received from the Chicago Community Trust (CCT) an additional \$40,000 to continue to hire IFF as a coordinator for the Collaborative for a third year. The member communities also applied to the Grand Victoria Foundation for \$40,500. We should have a decision in late summer. The Independent Contractor Services Agreement between Maywood and IFF will be signed after the award of funds from the Grand Victoria Foundation or if the funds are not awarded that provision will be removed prior to signing. The final grant amount will not place any additional financial burden on the Village.

In the third year of the Collaborative, IFF will work to implement the NSP award and will look at developing a long-term strategy to continue the work of the Collaborative. The Coordinator will also help to identify additional sources of funding and opportunities to establish consistent and complimentary housing goals for the Member Communities. The Intergovernmental Agreement (IGA) creates a committee to oversee the work of the Coordinator and to ensure coordinated housing goals for the Member Communities. Trustee Colette Lueck is the Village of Oak Park's elected official representative and Housing Programs Manager, Tammie Grossman is the staff representative on the working group. Some minor, non-substantive changes have been made to the IGA.

Staff Commentary: The United States Department of Housing and Urban Development (HUD), the Department of Transportation (DOT) and the Environmental Protection Agency (EPA) have publicly stated that intergovernmental cooperation will be considered in making decisions related to funding for housing activities. HUD is expected to release a potential funding opportunity in the near future. By entering into the IGA, the near West Cook area may be more competitive for those future funding opportunities. Additionally, the role of the Coordinator has been to increase employer assisted housing options in the region. Employer assisted housing opportunities could consist of down-payment assistance and rental assistance. The purpose of participating in a Collaborative effort is to address housing needs as a region.

Item Budget Commentary: There is no financial impact other than staff time to participate in the Working Group.

Proposed Action: Approve the Resolution authorizing the Intergovernmental Agreement.

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT REGARDING THE NEAR WEST SUBURBAN HOUSING
COLLABORATIVE**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village President and Village Clerk are hereby authorized and directed to execute *The Intergovernmental Agreement - West Cook County Housing Collaborative* which Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit A and made a part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**INTERGOVERNMENTAL AGREEMENT
WEST COOK COUNTY HOUSING COLLABORATIVE**

THIS INTERGOVERNMENTAL AGREEMENT (The "Agreement") is entered into by and between the Village of Bellwood ("Bellwood"), the City of Berwyn ("Berwyn"), , the Village of Forest Park ("Forest Park"), the Village of Maywood ("Maywood"), and the Village of Oak Park ("Oak Park")(collectively, the "Municipalities"), all being Illinois municipal corporations, with the support and assistance of the Metropolitan Mayors Caucus ("MMC") and the Metropolitan Planning Council ("MPC") for the purpose of collaborating to address housing issues in the West Cook County region.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the Act"), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the corporate authorities of the Municipalities agree that a collaborative approach among the Municipalities to address housing issues using available state, federal and county funds, will most effectively address the housing issues in the region; and

WHEREAS, the Metropolitan Mayor's Caucus (MMC), on behalf of the participating municipalities, applied for a grant from the Chicago Community Trust (CCT), in the amount of \$40,000, the purpose of which is to support on-going inter-jurisdictional housing work in west suburban Cook County as described in the Grant Application and Grant Award attached as **Group Exhibit A**; and

WHEREAS, the Metropolitan Mayor's Caucus (MMC), on behalf of the participating municipalities, applied for a grant from the Grant Victoria Foundation in the amount of \$40,500, the purpose of which is to support on-going inter-jurisdictional housing work in west suburban Cook County as described in the Grant Application and Grant Award attached as **Group Exhibit B**; and

WHEREAS, the Municipalities retained the independent consultant, IFF, to carry out the inter-jurisdictional housing work described in the Grant Applications and have previously formed a Steering Committee to direct and oversee the work of the consultant.

WHEREAS, IFF, on behalf of the participating municipalities, can apply for grants for the purpose of which is to support on-going inter-jurisdictional housing work in West Suburban Cook County; and

WHEREAS, the corporate authorities of each Municipality agree that it is in their best interest to enter into this Intergovernmental Cooperative Agreement; and

WHEREAS, the various undertakings by the Municipalities set forth in this Agreement relate to the respective government and affairs of the Municipalities.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities hereby agree as follows:

Section 1. Incorporation of Recitals

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 2. Establishment of Steering Committee

Pursuant to the joint powers of the corporate authorities of the Municipalities, the Illinois Constitution and the authorization of the Act, the Municipalities have previously formed and desire to continue to the existence of a Steering Committee (the "Committee") to direct, oversee and cooperate with an independent consultant who shall be retained to assist, facilitate and coordinate the efforts of the Municipalities to utilize federal Neighborhood Stabilization Program funds, as well as to obtain and utilize other available federal, state, county and other housing funds and to develop and implement a west suburban Cook County strategic housing plan using those funds. The plan will address affordable and mixed income housing, with a particular focus on increasing transit and employment oriented housing, developing employer assisted housing programs, and addressing the challenges faced by the regional increase in housing foreclosures.

The Steering Committee consists of two representatives from each participating Municipality, appointed by the Mayor or Village President of each Municipality. Maywood's Director of Community Development shall act as chair of the Steering Committee and principal liaison between the Consultant and the Committee.

No Member of the Committee shall receive compensation for service on the Committee, or additional compensation if the Member is an employee or elected official of the appointing Municipality. Each Member shall continue to serve on the Committee until such time as the Member is replaced by a new appointment from the Mayor/Village President of the appointing Municipality.

The Steering Committee shall be subject to and shall be governed by the terms of this Agreement and by any By-Laws adopted by the Committee and amended from time to time. In the event of a conflict between this Agreement and the Bylaws, the terms of this Agreement shall control the creation and operation of the Committee.

The Steering Committee is not intended to be a legal entity separate and apart from the individual municipalities and has no power to contract or take any other legally binding action.

Section 3. Duties of Steering Committee

The Committee is charged with the responsibility of overseeing the work of the independent consultant, whose duties are described in the Independent Contractor Services Agreement attached hereto as **Exhibit C**.

1. The Steering Committee will provide general direction to the Consultant, and will identify priorities for the project.

2. Maywood's Director of Community Development shall act as Chair of the Committee and will be the day to day liaison between the Committee and the Consultant.

3. The Consultant will report to the entire Committee which will be responsible to ensure that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations, (b) the requirements of the Chicago Community Trust (the "CCT") and the Grand Victoria Foundation grant funding for the work and other Consultant Funding Sources which may become available, and (c) the terms of this Agreement.

4. The Committee or its designee will meet with the Consultant and MMC periodically (but no less than once per quarter) to review the status of the projects, to coordinate the parties' efforts in furthering the goals of the projects, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee to determine the initiatives that the Consultant will undertake.

5. The Committee or its designee will communicate with Consultant, Grand Victoria Foundation and CCT periodically (but no less than once per quarter) to evaluate the project's status and Consultant's performance with respect to the terms of the CCT Grant award.

6. The Village of Maywood shall act as the contracting agency for purposes of entering into an Independent Contractor Services Agreement with the Consultant, and MMC, as recipient and fiscal agent of the Grant, will be responsible for paying the consultant.

The actions of the Committee and the work of the Consultant shall conform to the requirements of the Chicago Community Trust grant agreement, a copy of which is attached as Group **Exhibit A** and made a part hereof, provided however, that at the conclusion of the project funded by the CCT Grant, the Committee will continue to exist and will operate according to the rules of any other funding agreement which may be entered into.

The actions of the Committee and the work of the Consultant shall conform to the requirements of the Grand Victoria Foundation grant agreement, a copy of which is attached as Group **Exhibit B** and made a part hereof, provided however, that at the conclusion of the project funded by the Grand Victoria Foundation Grant, the Committee will continue to exist and will operate according to the rules of any other funding agreement which may be entered into.

Under no circumstances shall the Committee or the Participating Municipalities incur any liability or be bound by the terms of any contract unless that liability or contract is expressly authorized and approved by the governing bodies of the Municipalities.

Section 4. Consultant's Responsibilities

The responsibilities and duties of the Consultant are set forth in the Independent Contractor Services Agreement attached hereto and incorporated into this Agreement as **Exhibit C**. The consultant's responsibilities may be expanded or continued if additional grant funds are obtained.

Section 5. Responsibility for Consultant Payments

The Village of Maywood has agreed to be the contracting agency for purposes of contracting with the Consultant. The Consultant shall be paid by MMC in accordance with the terms of the Independent Contractor Services Agreement, dependent upon the receipt of the CCT, Grand Victoria Foundation and other Grant funds and on Consultant's satisfactory performance of the responsibilities and duties outlined in the Contractor Services Agreement.

Because the Steering Committee is not a legal entity, it shall have no responsibility for the payment of any invoices, provided however, that Maywood will direct the payment of only those invoices for which no objection is received from the majority of the Member Communities.

The Village of Maywood will distribute the Consultant's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within 7 days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Consultant's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Under no circumstances will any payment of grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the grant funds and fiscal agent for the Grant.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grant. In the event the Grant is not disbursed, this Agreement shall become null and void.

Section 6. *Project Contributions*

The MMC and MPC have agreed to provide staff support and technical assistance, free of charge, particularly related to assisting the Consultant in the position. As recipient of the CCT and Grand Victoria Foundation Grant and the entity responsible for making payments to the Consultant, the MMC will participate in the review of the Consultant's invoices and progress reports.

Each Municipality has agreed to absorb the already incurred and future internal administrative costs for their own employees' time, energy, miscellaneous costs and expenses associated with creating and implementing this Project. No other funds are required from the Municipalities unless specifically agreed to in writing by the corporate authorities of the Municipality.

Section 7. *Mutual Release, Hold Harmless and Waiver of Claims*

Each Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Municipalities, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or

in connection in any way with entering into this Agreement or entering into any Agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

Section 8. Cooperation

The Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

Section 9. Waiver

The waiver by any Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

Section 10. Default/Breach and Remedy

The failure or refusal by any Party to comply with any of its obligations shall constitute a default under this Agreement.

If any Party defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Party shall give the breaching Party written notice of such default/breach, and if the breaching Party does not cure the default/breach within fifteen (15) days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Party does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the non-breaching Party may terminate the Breaching Party's participation in this Agreement. Upon termination of this Agreement, the Parties shall have the ability to pursue all available legal rights and remedies in court to assert or protect their rights.

Should any dispute arising out of this Agreement lead to litigation, the prevailing Municipality shall not be entitled to recover its costs of suit or attorneys' fees.

Section 11. Notices

All notices, demands, requests or other writings which any Municipality is required to, or may wish to, serve upon any other Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Municipalities to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village of Bellwood:

Village of Bellwood
Office of the Village Attorney
3200 Washington Boulevard
Bellwood, Illinois 60104

If to City of Berwyn:

City of Berwyn
Office of the City Attorney
6700 West 26th Street
Berwyn, Illinois 60402

If to the Village of Forest Park: Village of Forest Park
Office of the Mayor
517 Desplaines Avenue
Forest Park, Illinois 60130

If to the Village of Maywood: Village of Maywood
Office of the Village Manager 40 Madison Street Maywood, IL 60153

If to Village of Oak Park: Village of Oak Park
Office of the Village Attorney
123 Madison Avenue
Oak Park, Illinois 60302

Any Municipality may change the address at which it desires to receive notice upon giving written notice of such request to the other Municipalities in the manner herein specified.

Section 12. General

A. After approval by the respective corporate authorities, this Agreement shall be binding on each participating Municipality and its respective successors, including successors in office.

B. This agreement shall be construed together with the Independent Contractor Services Agreement to be entered into between the Village of Maywood and the Consultant, MMC's Grant Application on behalf of the participating municipalities, and the terms of the Chicago Community Trust Grant award, Grand Victoria Foundation award and any other grants received.

C. This Agreement shall be deemed and construed to be the joint and collective work product of the Municipalities and, as such, this Agreement shall not be construed against a Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

D. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the Municipalities.

E. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Municipalities, the Steering Committee or the Consultant. Each Municipality hereto shall retain the sole right to control its own employees and the affairs and conduct of its employees and representatives shall be sole responsibility of the participating Municipality.

F. The Municipalities shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in the best interest of that certain Municipality as from time to time determined by its corporate authorities.

Section 13. Amendments

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Municipalities hereto as required by law.

Section 14. Assignment

This Agreement shall not be assigned by any Municipality without the express written consent of the other Municipalities, in the sole discretion of the other Municipalities.

Section 15. Severability

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be effective by such determination, unless the Agreement can no longer be performed by any Municipality.

Section 16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

Section 17. Effective Date

The Effective Date of this Agreement shall be 12:01 a.m. on July 16, 2011.

Section 18. Term of Agreement

This Agreement shall be in full force and effect for a term of one (1) year commencing on the Effective Date of this Agreement, subject to early termination pursuant to Section 19.

Section 19. Termination

This Agreement shall terminate upon the expiration of the term set forth in Section 18 above, or upon mutual agreement, of all of the Municipalities. Any Municipality may withdraw from this Agreement, at any time, upon at least thirty (30) days prior written notice to the other Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Village of Maywood, whichever is later. If the withdrawing Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Municipality shall still be obligated to cure the default. Withdrawal by a Municipality shall terminate only that Municipality's participation under the Agreement and shall not affect the other Municipalities or require an amendment to this Agreement.

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY: _____ Date: _____
President
Village of Bellwood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
City of Berwyn

ATTEST: _____
City Clerk

BY: _____ Date: _____
Mayor
Village of Forest Park

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Maywood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Village President
Village of Oak Park

ATTEST: _____
Village Clerk

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the _____ day of July 2011, between the Village of Maywood ("Maywood"), an Illinois municipal corporation, and IFF Real Estate Services, LLC, an Illinois Limited Liability Company located at One North LaSalle St., Suite 700, Chicago, IL 60602 ("Contractor"), for the provision of services as the Inter-Jurisdictional Housing Coordinator, as noted below.

RECITALS

WHEREAS, Maywood, in collaboration with the other near west suburban communities of Bellwood, Berwyn, , Forest Park and Oak Park (collectively, with Maywood, the "Member Communities"), and with technical and other assistance from the Metropolitan Planning Council ("MPC") and Metropolitan Mayors Caucus ("MMC"), has created a West Cook County Housing Collaborative for the purpose of collaborating to address housing issues in the West Cook County region through utilization of Neighborhood Stabilization Program ("NSP") Funds, as well as obtaining and utilizing funding from other sources, to address foreclosure trends, and for the coordination and furtherance of housing goals in the Member Communities; and

WHEREAS, the Chicago Community Trust (CCT) has awarded a grant in the amount of \$40,000 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

WHEREAS, the MMC has applied to the Grand Victoria Foundation for a grant in the amount of \$40,500 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

WHEREAS, the Contractor is familiar with the grant applications and the grant awards and understands that those documents control the provision of services under this Agreement; and

WHEREAS, Maywood and the Contractor desire to have Contractor perform services as an Inter-Jurisdictional Housing Coordinator on behalf of Maywood and the Member Communities under the terms and conditions set forth below; and

WHEREAS, Contractor is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform all of the services required by this Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into this Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Agreement is in the best interests of Maywood and the best interests of the Member Communities.

NOW, THEREFORE, in consideration of the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, Maywood and Contractor agree as follows:

SECTION 1 (Contract Documents)

The services to be performed by this Agreement will be governed by the following documents:

1. CCT's Grant award to MMC and the WCCHC
2. Grand Victoria Foundation Grant award to MMC and the WCCHC
3. This Agreement

Where the terms of any of those documents conflict, the CCT Grant award will prevail.

SECTION 2 (TERM): This Agreement shall be effective on the date that the last signatory signs the Agreement (the "Effective Date"). If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety. Subject to earlier termination pursuant to the termination provision (Section 6), this Agreement shall terminate no later than 11:59 p.m. on July 15, 2012 or when funding for the position from the Grant is exhausted, whichever comes first.

SECTION 3 (RESPONSIBILITIES OF CONTRACTOR): Contractor shall act as the Inter-Jurisdictional Housing Coordinator on behalf of Maywood, the Member Communities, and MMC as fiscal agent, in developing and aligning the plans, policies, goals, programs, and resources of the Member Communities, in obtaining NSP funding and other housing-related funding from Cook County, the State of Illinois, and other sources, and in planning for, facilitating and coordinating the optimal use of such NSP and other funding within the Member Communities.

In furtherance of the foregoing, Contractor shall perform the following "Services" including, but not limited to, the following:

- (a) Work in concert with and at the direction of Maywood and the Member Communities as set forth herein to create and implement common short and long-term goals in utilizing NSP funding and other funding from Cook County, the State of Illinois, and other sources for the benefit of and use by the Member Communities.
- (b) Create efficiencies in communication with Cook County, the State of Illinois and the Federal Government by acting as the main point of contact for the Member Communities regarding application for housing funds for use in the Member Communities, and to ensure consistent interpretation and implementation of NSP and other fund-related requirements.
- (c) Facilitate joint planning, meetings, programs and decision-making among the Member Communities related to obtaining and using NSP funds and other housing funds.
- (d) Explore incentives that will encourage local and regional developers to work within priority areas within and approved by the Member Communities.
- (e) Facilitate and coordinate a variety of activities related to vacant and foreclosed properties and optimal use of NSP and other funds in the Member Communities, including land banking, acquisition, rehabilitation, marketing and resale of foreclosed or other distressed properties in the Member Communities.
- (f) Identify supportive housing opportunities in new homes created through use of NSP and other funds.
- (g) Monitor the allocation of NSP and other funds to ensure that they are being directed to target areas identified by the Member Communities.
- (h) Work with the Member Communities, the MMC and MPC to assist in the determination of the overall strategic direction and policy goals of the West Cook County Housing Collaboration in its initial year of operation and any multi-year planning objectives.
- (i) Act as a resource for the Member Communities relative to data and best practices associated with NSP and other housing issues.
- (j) Assemble and coordinate joint employer outreach programs to facilitate employer-assisted housing and engage area employers.
- (k) Complete a long-term needs assessment and action plan relative to local capacity, demand

- and opportunities for increasing affordable housing opportunities within the Member Communities.
- (l) Create a long-term fundraising plan for the inter-jurisdictional efforts of the Member Communities, including identifying funding sources at all levels and a plan to leverage other public and private resources to supplement initial NSP funds.
 - (m) Help position the Member Communities to apply for additional resources and funding.
 - (n) Propose policies and procedures to streamline inter-jurisdictional coordination among the Member Communities.
 - (o) Endeavor to sustain and develop the Member Communities collaboration with MPC and MMC, facilitating both organizations' technical assistance and staff support, and acquiring, reviewing, and implementing new information from MPC and MMC that would benefit the work of the Contractor.
 - (p) Use best efforts to perform the services and other duties and responsibilities in a diligent and timely manner.
 - (q) Refrain from any acts that might injure the reputation of the Member Communities. Notwithstanding the foregoing, Contractor, in its regular course of business unrelated to services contemplated under this Agreement, may undertake activities of benefit to member communities and such activities will not be precluded.
 - (r) Refrain from any acts that benefit the interests of one or fewer than all Member Communities to the detriment of the other Member Communities, recognizing, however, that there may be circumstances where the Contractor assists one or more of the Member Communities with certain opportunities that are not available to other Member Communities for reasons such as demographics or other eligibility criteria.
 - (s) Act in conformance with the requirements of the Chicago Community Trust grant and Grand Victoria Foundation grant agreement through which funding for the position is being provided, including maintaining complete and identifiable records of all matters relating to Consultant's activities under this Agreement and providing such other reports as are necessary to document that the services provided comply with the terms of the Grants.

SECTION 4 (STEERING COMMITTEE)

- a. The Member Communities have created a Steering Committee consisting of two (2) members from each Member Community. Maywood's Director of Community Development shall act as chair of the Steering Committee and principal liaison to the Contractor and the Committee.
- b. Oversight. The Steering Committee, or its designee, shall have oversight over the actions of Consultant pursuant to this Agreement. With respect thereto, the Steering Committee will commit to the following:
 - 1. Ensuring that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations, (b) the requirements of the Chicago Community Trust (the "CCT") and Grand Victoria Foundation grant funding this position and other Consultant Funding Sources which may become available, and (c) the terms of this Agreement. Consultant covenants that, promptly upon receipt thereof, Consultant shall notify the Steering Committee of any notice of default, deficiency or other material event with respect to the project that Consultant may receive from any applicable federal, state or local governmental entity or any entity that is a Project Funds source or a Consultant Funding Source.
 - 2. Meeting with Consultant and MMC periodically (but no less than once per quarter) to review the status of the project, to coordinate the parties' efforts in furthering the

goals of the project, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee or its designee to determine the initiatives that the Consultant will undertake.

3. Meeting and/or communicating with Consultant, Grand Victoria Foundation and CCT periodically (but no less than once per quarter) to evaluate the project's status and Consultant's performance with respect thereto.

c. **Major Decisions.** Notwithstanding the terms of this Agreement, Consultant shall not make any major decisions or take any of the following actions without the prior written approval of the Steering Committee:

1. Applying for funding from sources not previously identified by the Steering Committee.
2. Expend any funds obtained
3. Taking of any legal action by or on behalf of the Member Communities

The Steering Committee will act on requests of the Consultant during its quarterly meetings, during a special meeting agreed upon by the Consultant and the Special Committee, or by the unanimous written consent of the Special Committee.

d. **Reporting.** The Contractor shall report on the status of its work to Maywood's Director of Community Development at least once a month, but shall also communicate openly with the members of the Steering Committee as requested.

SECTION 5 (COMPENSATION; HOURS): In exchange for performing the Services and other duties and responsibilities set forth in this Agreement, the parties Agree as follows:

a. The Contractor shall provide the services at the following rates:

Vice President	\$150 per hour
Director	\$150 per hour
Project Manager	\$125 per hour
Construction Manager	\$125 per hour
Manager of Closing and Escrow Services	\$125 per hour
Project Associate	\$100 per hour

These rates will apply to any additional services performed by written addendum to this contract.

b. The contractor will be reimbursed for any actually incurred, reasonable charges for the following reimbursable expenses:

1. Production costs – Contractor will pass on the entire cost of producing any bound

- reports as requested by any member of the Committee (Contractor will retain one bound copy, one unbound copy, and one PDF version of the report).
2. CoStar – This is a subscription-based property listing service. Contractor passes on a base charge of \$250 if the project involves a market scan, financial feasibility, or valuation activities. Contractor shall make arrangements with CoStar for its subscription access to be made available to the Village at no extra charge.
 3. AIA – This is a subscription-based service for industry approved architectural and general contractor contracts. If such a document is needed for the project, Contractor passes on the cost for generating these documents which is a \$1.23 per printed page.
 4. Travel-related costs such as parking, cab fare and mileage.
 5. The work of other professionals who may be employed in connection with the project. Contractor will seek authorization from Maywood prior to employing any such professionals.

c. The Contractor will submit monthly invoices detailing the services provided by each of its staff members, their hourly rate and all reimbursable expenses with receipts to the Village of Maywood. The Village of Maywood will distribute the Contractor's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within 7 days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Contractor's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Contractor acknowledges and understands that under no circumstances will any payment of grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the grant funds and fiscal agent for the Grant.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grant. In the event the Grant is not disbursed, this Agreement shall become null and void.

The Contractor understands that the grant funds will be disbursed by CCT and Grand Victoria Foundation to MMC on a quarterly basis and that not all the funds will be immediately available. Therefore, if Contractor performs work in excess of the quarterly disbursement allocated to this project, there may be a delay in the payment of Contractor's invoices until the funds are released from CCT and Grand Victoria Foundation.

d. The total amount of compensation paid under this Agreement shall not exceed the grant amounts of ~~\$80,500.00~~. It shall be the Contractor's responsibility to monitor its invoices and the work being performed to ensure that it does not exceed the grant award amount of ~~\$80,500~~.

e. Prior to undertaking the services, the Contractor shall submit a Project Budget to the Steering Committee for approval. The Budget will demonstrate the services to be provided and the timeline for completion of the services.

SECTION 6 (AMENDMENT): This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Maywood's Village Manager.

SECTION 7 (TERMINATION): This Agreement shall be terminated as follows:

- (a) At 11:59 p.m. on July 15, 2012 or upon the exhaustion of funding under the Grant, whichever comes first. In the event that notification is given to the Village that funding or continued funding from the Grant will not be received or made available, this Agreement shall immediately terminate and become null and void;
- (b) By either party at any time, upon written notice to the other party of the desire to terminate the Agreement provided that Contractor shall be compensated for all services provided up to the termination date; or
- (c) Upon written notice from Maywood, that the majority of the Committee finds that Contractor has failed, refused or is unable to perform the Services and other duties and responsibilities of the position. Provided, however, that Contractor shall have 30 days after such written notification to remedy any such alleged failure to perform. The Contractor and Maywood agree such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

Any extension of this Agreement beyond the one-year period is subject to: (1) the availability of funds from the Grant or additional grant funds; and (2) the mutual agreement of the parties as set forth in writing.

Upon termination, Maywood shall not be liable, nor shall the Contractor be liable to perform any services or expenses incurred after the receipt of notice of termination.

Termination by either party, with or without cause, shall not under any circumstances result in any severance pay to Contractor, other than payment for any verified work that is or has been submitted for payment in accordance with this Agreement.

SECTION 8 (INDEPENDENT CONTRACTOR): Maywood retains Contractor only for the purposes and to the extent set forth in this Agreement, and Contractor's relation to Maywood shall, during the term of this Agreement and period of his or her performance of the Services hereunder, be that of an independent contractor. Contractor shall be free to dispose of such portion of Contractor's entire time, energy and skill during other than regular business hours when Contractor is not obligated to devote time and services to his or her duties hereunder, in such manner as Contractor sees fit and to such persons, firms or corporations as Contractor deems advisable. It is acknowledged that at all times Contractor is separate and independent from Maywood and that Contractor will utilize a high level of skill necessary to perform the work assigned to him or her under this Agreement.

Contractor shall not be considered as having an employee status, nor shall Maywood withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any employee plans, arrangements or distributions by Maywood pertaining to or in

connection with any pension or retirement plans, nor shall Contractor be eligible for any other benefits available for the regular employees of Maywood, such as health insurance, vacation time, compensatory time or sick leave. As an independent contractor, Contractor acknowledges and understands that it is his or her sole and exclusive responsibility to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his or her profession. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax, to be paid by the Contractor according to law. As an independent contractor, Contractor agrees that he or she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against Maywood and agrees not to file such any claims in the event this Agreement is terminated or if he or she is hurt performing any work or services under this Agreement. Contractor agrees to assume all risk of death, illness and injury relative to performing any work or services under this Agreement. Contractor is an independent contractor and not Maywood's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). Contractor is not authorized to enter into contracts or agreements on behalf of Maywood. Nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

SECTION 9 (SUBCONTRACTING): The rights and duties of the Contractor are personal and may not be subcontracted or assigned.

SECTION 10 (INDEMNIFICATION; WAIVER OF CLAIMS): As a material inducement for Maywood to enter into this Agreement, Contractor agrees to defend, indemnify, protect and hold harmless Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees ("Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the acts of Contractor while performing the Services or work covered by this Agreement, or the intentional or negligent acts or omissions of Contractor, its officers, agents, or employees, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or Member Community's willful or wanton acts or omissions.

Contractor agrees to waive and relinquish any and all claims, actions, suits, damages, costs, expenses and liabilities that it may have against the Village and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, arising out of, connected with, or in any way associated with this Agreement or any matters of any kind covered by the Agreement, Contractor's status as an independent contractor, or from the termination of this Agreement by Maywood and/or the other Member Communities, except to the extent those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or the other Member Communities failure to perform its/their obligations under the Agreement. Contractor agrees to waive its right to seek punitive damages against Maywood or any of the Member Communities arising out of any acts or omissions of Maywood or the Member Communities or their Affiliates.

SECTION 11 (OWNERSHIP & DISCLOSURE): All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by Contractor

under this Agreement shall be for the sole and exclusive use of Maywood and Member Communities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, trademark, service mark, or patent right of any kind by Contractor without the express written consent of Maywood and Member Communities.

Maywood and Member Communities shall have unrestricted authority to publish, disclose, distribute and otherwise use any such materials produced by Contractor under this Agreement, either by choice or as required to be disclosed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended ("FOIA"), Contractor and Maywood acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and photocopying by the public if requested pursuant to a FOIA request.

SECTION 12 (NOTICES): All notices, demands, or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by certified United States Mail, return receipt requested and first class postage prepaid, or (d) email or facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

Contractor:

IFF

Michelle D. Hoereth
Director of Housing
1 N LaSalle Street, Suite 700
Chicago, IL 60602
Phone: 312-596-5145
E-mail: mhoereth@iff.org
www.IFF.org

Village of Maywood:

Joseph Ponsetto, Interim Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6329
E-mail: jponsetto@maywood-il.org

With a copy to:

Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
E-mail: mtjurusik@ktjlaw.com

SECTION 13 (VENUE AND APPLICABLE LAW): The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the United States District (Chicago) Court or Circuit Court of Cook County, Illinois. Contractor and Maywood agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

SECTION 14 (CONFLICTS OF INTEREST): The Contractor warrants that there is no conflict of interest between the Contractor's other engagements, if any, or other contracts, if any, and the

activities to be performed hereunder. The Contractor shall advise Maywood immediately if a conflict of interest arises in the future.

SECTION 15 (ADMISSIBILITY): The parties agree that this Agreement shall be admissible in evidence in any action in which any of the terms of this Agreement are sought to be enforced.

SECTION 16 (ATTORNEY REVIEW): Contractor acknowledges that it fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that it had an opportunity to be represented by an attorney of his or her own choosing during the negotiation of this Agreement, and that it executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

SECTION 17 (COMPLETE AGREEMENT): This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Contractor acknowledges that it is entering into this Agreement solely on the basis of the written representations contained herein. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by Contractor and Maywood.

SECTION 18 (SEVERABILITY): If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

SECTION 19 (HEADINGS): All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

IN WITNESS WHEREOF, Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Agreement to be executed by Maywood's Village President and attested by the Village Clerk, and Contractor has voluntarily executed the Agreement (and his or her signature attested), on the dates set forth below:
IFF REAL ESTATE SERVICES, L.L.C: **VILLAGE OF MAYWOOD:**

By: _____
(signature)

(typed or printed name)

Title: _____

Date: _____

ATTEST:

By: _____

By: _____
(signature)

Henderson Yarbrough, Sr.

(typed or printed name)

Title: **Mayor**

Date: _____

ATTEST:

By: _____

(signature)

(typed or printed name)

Date: _____

(signature)

Title: Village Clerk
(typed or printed name)

Date: _____

THE
CHICAGO
COMMUNITY
TRUST

AND AFFILIATES



May 26, 2011

EXECUTIVE
COMMITTEE

Frank M. Clark
Chair

María C. Bechly

John A. Canning, Jr.

Martin R. Castro

John H. Catlin

Shawn M. Donnelley

Judy Erwin

Michael W. Ferro, Jr.

Denise B. Gardner

Jack M. Greenberg

King W. Harris

David G. Herro

Christopher G. Kennedy

Audrey R. Peoples

Jesse H. Ruiz

Michael Tang

Terry Mazany
President & CEO

Mr. David E. Bennett
Executive Director
Metropolitan Mayors Caucus
177 North State Street, Suite 500
Chicago, IL 60601-3611

Dear David:

On behalf of the Executive Committee of The Chicago Community Trust, I am pleased to inform you that at the May 24, 2011 meeting of The Chicago Community Trust's Executive Committee, a grant to Metropolitan Mayors Caucus was approved.

The grant you are receiving is made possible through The Chicago Community Trust's Unity Challenge which is a special fund created to support the increased demands for services most needed in the community during this unprecedented economic crisis. The Trust is grateful to individual donors who provided contributions which were matched 1:1 by the Trust.

Please read the enclosed grant record form carefully. Sign the **green copy** of the grant conditions form where indicated, and return the grant record form to the Trust in the enclosed envelope. We cannot begin payment on your grant until we have received a signed copy of the grant conditions form. This grant has been assigned to Roberto Requejo who may be reached at 312.616.8000, extension 116 or robertor@cct.org with any questions.

We encourage you to publicize this grant, paying special attention to the paragraph on publicity included in the grant conditions. A more detailed document, *Publicity Guidelines for Grant Recipients*, is included in this mailing that we ask you to share with your communications department. All publicity and media references to this grant should be cleared at **least five business days in advance of your deadline**. All questions regarding **logo placement should be directed to Janice Pacheco**, at 312.616.8000, extension 132 or janicep@cct.org. In regards to **press releases, newsletters and Web site copy etc., please direct all questions to Eva Penar** at 312.616.8000 extension 161 or evap@cct.org.

For over 95 years the Trust has partnered with thousands of organizations to enhance the quality of life for individuals and communities across metropolitan Chicago. Our grant making is supported by the generosity of local residents who have used the Trust to manage their charitable giving and to address our region's most pressing needs and promising opportunities. We commend you for your work and congratulate you for your efforts.

Sincerely,

Terry Mazany
President and Chief Executive Officer

Enclosures

ONE CONCISE STATEMENT SUMMARIZING THE GRANT REQUEST:

Please complete the following sentence: (Name of organization) requests \$0000 in support of X. (300 characters)

A: The Metropolitan Mayors Caucus (MMC), as fiscal agent, requests the renewal of a one-year grant of \$120,000 to support three Interjurisdictional Housing Collaboratives, and the technical assistance provided to those Collaboratives by the MMC and Metropolitan Planning Council (MPC).

EXECUTIVE SUMMARY OF PROJECT: Please be as concise as possible. Do not repeat this information in other sections. (3,000 characters)

A: The Metropolitan Mayors Caucus (MMC), as fiscal agent, requests the renewal of a one-year grant of \$120,000 to support three Interjurisdictional Housing Collaboratives, and the technical assistance provided to those Collaboratives by MMC and the Metropolitan Planning Council (MPC). As a result of the Regional Home Ownership Preservation Initiative (RHOP), the MMC, MPC, and partners helped two clusters of municipalities in West and South Cook County develop a coordinated strategy to tackle the foreclosure crisis and promote affordable and mixed-income housing preservation and creation. This effort resulted in the formation of two Collaboratives, which received initial funding from The Chicago Community Trust (CCT) in May 2009 to each hire a Housing Coordinator. These coordinators are providing dedicated capacity on housing and community development issues. The Collaboratives also attracted support from the Grand Victoria Foundation and Field Foundation. These two Collaborative efforts have notched significant achievements. They were awarded over \$12 million in Cook County Neighborhood Stabilization Program (NSP) funds and are working to successfully implement these resources. The South Collaborative is a partner in a redevelopment strategy that was awarded the only HUD Community Challenge Planning Grant in Illinois (\$2.35 million), as well as a competitive technical assistance award from US EPA. Both Collaboratives are pursuing additional state resources for community stabilization and are advancing joint solutions to issues such as land banking and aligning development procedures. The Collaboratives have provided a vehicle for building trust, sharing best practices, and creating solutions to shared problems. This interjurisdictional approach is informing policy and program improvements at every level of government. In short, CCT's initial investment has paid off, creating the opportunity for these communities to pursue funding and respond to issues

that had received little attention in recent years due to a lack of staff capacity. CCTs funding has also supported MMC and MPCs work to share best practice and policy lessons learned in these pilots with other towns interested in working across borders. One such cluster in the northwest suburbs including Arlington Heights, Buffalo Grove, Mount Prospect, Palatine, and Rolling Meadows has met for several years and now wants to pursue a similar strategy. Recent Woodstock and DePaul data highlights multi-family rental preservation and condo foreclosures trends in the northwest suburbs. These towns face similar capacity constraints and a shared resource would provide an efficient way to tackle these challenges. The time is right for a shift and expansion of these interjurisdictional strategies. A lower level of support can continue to bolster the southern and western suburbs, while an initial investment in the northwest has the potential to lead to similar successes.

NEED OR ISSUE STATEMENT: Please write a short paragraph describing the issue that the organization is addressing or the problem that the organization is trying to solve. If the request is for general operating support, please select one issue of high priority for the organization in the year the requested grant would support. If the request is for renewal of a previous grant, briefly describe progress to date and why support is still needed. (1,000 CHARACTERS)

A: The magnitude of foreclosed and vacant properties in South and West Cook County continues to pose a challenge to stabilizing these communities. Although some towns received NSP funding, the Collaboratives still face significant challenges. Given the limited municipal resources and staff capacity across South and West Cook towns, collaborative staff have proved to be a key asset in attracting additional funding to communities and coordinating efforts on shared housing issues. Similarly, the Northwest suburbs have emerged as an area greatly affected by multifamily and condo foreclosures. Recent data shows a 49.7% increase in foreclosure filings in Northwest Cook County when comparing the first 9 months of 2010 to those of 2009, largely attributable to multi-family trends. By collaborating across borders with a dedicated resource and sharing ideas, Northwest towns will better understand and address the unique issues stemming from foreclosures in their area and assist residents in need.

GOALS STATEMENT: Describe the overall long term and short term goals of the project. Tell us how you define long term goals [3, 5, or 10 years, for example]. Short terms goals are for the 12 month grant period. (1,000 CHARACTERS)

A: The short-term focus is on housing stabilization, funding opportunities and long-range planning: South and West Collaboratives will implement resources already committed and pursue additional funding to conduct planning and support their efforts. Northwest will set priorities and develop a strategy to implement joint solutions. All will align planning, policies, and programs across borders. Coordinators, MMC and MPC will guide and track resources so that they are used strategically, advancing the goals of the towns. All clusters will expand/develop programs, partnerships, and financing tools that assist communities and residents, developers and other housing groups. South and West will continue to develop a long-term needs assessment and plan for their work; Northwest will begin this work. Long-term (3-5 years) goal: increase the quality housing options affordable to the local workforce and near jobs or transit via a sustained, self-supporting, interjurisdictional entity.

STRATEGIES/ACTIVITIES: Please summarize the specific strategies and activities undertaken by the project to achieve the stated goals. If you would like to include a more detailed, complete description, you can email it to grants@cct.org. This would be particularly appropriate for research, complex initiatives or projects or capital requests. Please describe the strategies the organization is pursuing to achieve long term impact. If applying for general operating support, please illustrate strategies for the organization's goals for the grant period. (2,000 CHARACTERS)

A: The key strategy continues to be increasing sub-regional capacity and creating economies of scale, with one person/organization coordinating activities and resources. The South and West Coordinators will continue to convene meetings of officials in the participating jurisdictions to align and refine local plans and ensure the optimal use of any new funds (both are applying for DCEO IKE Disaster Recovery funds; if awarded this could be a focus for the coming year). These two Collaboratives will continue to target areas where the funds will have the most impact, such as neighborhoods along transit, where demand exists for the new homes, and/or where redevelopment is already occurring. The Northwest will hire a Housing Coordinator (a person or firm) who will work with the towns on a workplan. All Collaboratives will continue to pursue resources and activities related to foreclosure prevention and recovery. In particular, the Northwest will share best practices across towns in order to identify strategies to deal with multifamily/condo foreclosures, and propose property tax solutions to the new Cook County Assessor. Examples of potential strategies are education sessions for condo

associations and development of a condo registry database. All will continue to identify partners to be shared or expanded across borders. Additional programs, tools and methodologies for advancing sound housing policy will be researched and, when appropriate, adopted by the participating municipalities. MMC and MPC will connect the Collaboratives to local, regional and national best practices and resources. They will also work to ensure that other stimulus bill program administrators (e.g., new Cook County administration) are working closely with the Coordinators to create a user-friendly system for the towns that are eligible for funding opportunities (e.g., NSP 3).

ASSUMPTIONS/RATIONALE: Please explain the assumptions made or rationale used to justify the strategies selected for the grant period. Please state in one paragraph why the organization believes its strategies will be effective in addressing the issue and achieving the long term impact. What assumptions did the organization make in its approach to the issue? What is the rationale? You may cite studies but the Trust is most interested in what assumptions the organization made in developing its project. (2,000 CHARACTERS)

A: The Collaboratives were formed under the assumption that creating economies of scale allowed communities to have a greater impact on housing within their borders as well as the larger subregion. The goal was to create an entity to coordinate NSP and other housing activities that could tap into existing knowledge and capacity in the participating towns, providing a best practice clearinghouse. The interjurisdictional effort is modeled on lessons learned through the Silicon Valley Manufacturing Group and an entity called A Regional Coalition for Housing, in King County, WA, and builds upon ongoing efforts by MMC and MPC to create formal municipal collaborations in the Chicago area. After two years of effort by Janice Morrissy and IFF, and the process of collaborative creation and program implementation, it is clear that the assumptions regarding collaboration were correct. Having one point person or organization, assisted by MMC and MPC, has attracted significant investment to the towns. Joint applications led by the Coordinators have resulted in over \$14 million of funding being awarded to the member communities for housing and community development efforts, with an additional \$10 million pending approval and more in the pipeline. In addition to helping with the planning and structural issues, initial dollars will help acquire, preserve or redevelop over 200 properties. While the focus, opportunities, and successes of a Northwest cluster may be different, the important point is that a shared resource for the capacity-constrained communities

in the south and west suburbs has made a significant difference in what the towns have been able to achieve. A shared resource for the Northwest could bring similar successes. Furthermore, the media as well as federal, state and regional governments highlight sub-regional collaboration as a best practice, and the public sector is providing incentives and rewarding communities who take this approach to common issues.

WORKPLAN/TIMETABLE: Please provide a workplan and timetable for the project. If this request is for general operating support, please enter "Not Applicable". Please do not insert a chart, or excel document. Please complete this section in a NARRATIVE FORMAT ONLY. Proposals containing a chart or excel document will NOT be accepted. (3,000 CHARACTERS)

A: This project has been underway in the South and West for nearly 2 years. Northwest mayors have been engaged in interjurisdictional discussions since 2007, when they began with a focus on the business community. These discussions continued, but the crash of the housing market brought MMC and MPCs focus to the South and West, where the focus became the allocation of NSP funds. Over the past 2 years, the South and West have focused much of their efforts on obligating NSP funds and pursuing related resources. This year, both Coordinators will continue to apply for additional funding with an eye toward determining a self-sustaining structure. Coordinators will ensure that any new funds that are awarded (i.e. DCEO IKE Disaster Recovery funds, NSP 3) will be obligated and implemented in a way that reflects the towns goals. All clusters will identify their appropriate role related to foreclosure prevention efforts like mortgage modification events and Cook Countys mediation program. Northwest towns will work with their Coordinator to identify priorities for the first year and create a strategy to address multifamily/condo foreclosures in their area. The communities planned a successful event for multi-family property owners in November, and are working on property tax case studies as a follow-up, as well as an event for condo owners/boards. They are also coordinating with outreach efforts taking place in their sub-region related to foreclosure prevention. More generally, the Northwest will address the initial structural issues related to their new collaborative effort. The West is currently planning a multi-family event similar to the Northwests recent event, and follow-ups to that effort will likely be part of its workplan for this year. The West is also increasing its outreach to employers to discuss employer-assisted housing programs and ways employers can support their efforts. This builds

on the employer outreach event held last year. The West also submitted an unsuccessful HUD Challenge Grant application and will be focusing on finding other resources to support the workplan developed during that effort. The focus is on redevelopment around the communities transit stations. The South Collaborative, in partnership with others, was awarded a HUD Challenge Grant to improve their data management, develop model ordinances and streamline development processes, set up a sub-regional land bank (and land trust), and establish a redevelopment fund. Implementation of this grant will be a key focus of the coming year, as it builds on a number of Collaborative initiatives over the first two years. The South is also working with US EPA through a technical assistance award related to redevelopment financing. The MMC Homes for a Changing Region planning project will be focused on four Collaborative towns in 2011. MMC and MPC will ensure that new learning around interjurisdictional coordination is being shared around the region.

PROJECT BUDGET: If this is a request for general operating support, these fields are not required. Please provide a justification with further details of the project budget as an attachment emailed to grants@cct.org. Numbers only - no text. 3. SALARIES:

A: 95,634

Fringe Benefits

A: 23,894

Contract Services/Professional Fees

A: 194,055

Office Space

A: 5,061

Equipment/Supplies

A: 4,500

Staff/Board Development

A: 0

Travel/Related Expenses

A: 6,000

Indirect Costs

A:

Other

A: 226,963

Total Project Budget

A: 556,107

PROJECT REVENUE: Not applicable if request is for general operating support. Amounts should be for the proposed grant period. Please list the top seven revenue sources including Government, Foundations and Corporations. REVENUE SOURCE 1:

A: Chicago Community Trust

Requested Amount 1

A: 120,000

Committed Amount 1

A:

Revenue Source 2

A: Staff time of the participating municipalities (In-kind)

Requested Amount 2

A:

Committed Amount 2

A: 119,528

Revenue Source 3

A: Additional in-kind support (DLA Piper)

Requested Amount 3

A:

Committed Amount 3

A: 75,000

Revenue Source 4

A: Grand Victoria and Field Foundations through Sept. 2011

Requested Amount 4

A:

Committed Amount 4

A: 90,000

Revenue Source 5

A: HUD Challenge Grant (CSHCDC)

Requested Amount 5

A:

Committed Amount 5

A: 28,700

Revenue Source 6

A: DCEO-IKE Admin Fee (CSHCDC)

Requested Amount 6

A: 14,000

Committed Amount 6

A:

Revenue Source 7

A: Cook County NSP Admin Fee (CSHCDC)

Requested Amount 7

A: 90,000

Committed Amount 7

A:

Contributions from Individuals

A:

Earned Income/Fees

A:

Amount Received to Date

A:

Other Revenue

A: Berwyn CDBG, office space, First Midwest, EECBG
admin

Amount Received to Date

A:

Total Amount Requested

A:

Total Amount Committed

A: 18,879

Explanation of Other Revenue if amount constitutes 10% of
budget or more

A:

ORGANIZATIONAL CAPACITY/PRIOR EXPERIENCE: Please describe the organizational experience and capacity to achieve the goals of the project and the personnel responsible for the project. (1,000 CHARACTERS)

A: SSMMA has a strong record of coordinating activities on behalf of its membership. Janice Morrissy brings a 20-year background in housing and community development. IFF has a 20-year history in real estate services and lending. These Coordinators, the partners they have leveraged, and the participating towns, provide the Collaboratives with the capacity to succeed. MMC and MPC have a history of providing technical assistance to municipalities on housing and planning issues. Both have worked together on housing for 9 years, including the last 4 years on interjurisdictional housing work in other parts of the region, including the Northwest. They have been involved with the Collaboratives since their inception and understand the structure, opportunities, and challenges. The Northwest has high-quality staff who have been working together recently on joint efforts, but recognize the need exacerbated by budget cuts for additional capacity to tackle their complex housing issues.

EVALUATION METHOD: How will the evaluation be conducted? If there is a formal evaluation, explain how it will be conducted and describe the credentials of the external evaluator. (1,500 CHARACTERS)

A: The Coordinators will set up goals for the activities in this proposal, with targets established for the end of the grant period. The Collaboratives, with MMC and MPC, will evaluate progress toward goals and the performance of the Coordinator. (South and West voted last summer to continue working with their Coordinators for Year 2.) The evaluation of the Coordinators will be based on their ability to generate efficiencies among communities, and to create a structure for sharing knowledge. Success will also be judged, where appropriate, on the number of properties acquired, transformed (through rehab or demolition and redevelopment), and returned to the market, though local conditions and the effectiveness of partners will be considered in the evaluation. The Coordinators will also be judged on their performance preparing/implementing a long-term vision for the Collaboratives, including a funding plan. Evaluations have been informal to date, but a more formal evaluation will take place in 2011 in the South and West. MMC/MPC will be evaluated based on their ability to connect the Collaboratives to partners and best practices that help them better conduct housing work. The success

of the TA will be judged on the Collaboratives progress on their workplans, new partnerships created, funding opportunities identified and secured, events held in support of the Collaboratives goals, and engagement of the towns/residents in aligning decisions/investments with strategic goals.

PUBLICITY: As appropriate, please indicate what tactics the organization intends to employ to publicize the project and/or to recognize the Trust's support. (250 CHARACTERS)

A: The community and organization partners will acknowledge and highlight the Chicago Community Trusts involvement in all public and media events, literature, written materials and PowerPoint presentations.

IMPACT EVALUATION: Please describe what the organization anticipates will be the overall impact of the project. (250 CHARACTERS)

A: The Collaboratives will help member communities create economies of scale and regional solutions when addressing housing issues, including use of any funding awards. This builds capacity in the subregions and positions them to be more competitive.

Outcome 1 (250 CHARACTERS)

A: The Collaboratives will attract and successfully implement funding on behalf of their member communities.

Measure 1a (250 CHARACTERS)

A: Successful implementation of existing funding and awards, including NSP, DCEO-IKE, HUD Challenge Grant, and EPA technical assistance. At least 200 units will be impacted through rehab or demolition/redevelopment.

Measure 1b (250 CHARACTERS)

A: Each cluster will apply for at least one new funding source.

Outcome 2 (250 CHARACTERS)

A: The Northwest cluster will build their relationships, support their Coordinator, identify appropriate local and regional partners, and help their residents in need. The long-term outcome of this action plan will be a sustainable, self-supporting interjurisdictional entity.

Measure 2a (250 CHARACTERS)

A: Create action plan for a joint effort to coordinate housing activities in the Northwest suburbs that outlines short-term and long-term priorities. Short-term efforts will

address multifamily and condo foreclosure issues (e.g., workshops, outreach).

Measure 2b (250 CHARACTERS)

A: Three partner entities identified and working with the Northwest Collaborative and benefiting residents in need.

Outcome 3 (250 CHARACTERS)

A: The South and West Collaboratives will develop a long-term sustainability strategy and assess the appropriate organizational structure.

Measure 3a (250 CHARACTERS)

A: Sustained funding sources and a multi-year fundraising strategy are in place.

Measure 3b (250 CHARACTERS)

A: Optimal organizational structure for the next several years is determined by the end of this third year of foundation funding.

Grant Record

Entity: The Chicago Community Trust	Meeting Date: 05/24/2011
Prog Type: Competitive Grants	Grant ID: C2011-00466
Prog Area: Community Development	Grant Amount: \$120,000
Applicant: Metropolitan Mayors Caucus 177 North State Street, Suite 500 Chicago, IL 60601-3611	
Phone: (312) 201-4505	
Contact: Mr. David E. Bennett	Evaluator: Roberto Requejo
Title: Executive Director	Monitor: Roberto Requejo

RESOLUTION

RESOLVED, To make a grant of \$120,000 to the METROPOLITAN MAYORS CAUCUS for continued support of their Housing Collaboratives in South and West Cook suburbs, and the launching of a third collaborative in the Northwest suburbs. Payment for the NW Collaborative is contingent on the Metropolitan Mayors Caucus providing the Trust with evidence of the member communities signing an Intergovernmental Agreement satisfactory to the Trust by September 1, 2011.

PAYMENT SCHEDULE

Fund (s): Stella M. and William A. Rowley Fund

	<u>Amount</u>	<u>Scheduled</u>	<u>Received</u>	<u>Approved</u>	<u>Check #</u>
Signed Grant Record Form		06/10/2011			
Payment Due	30,000.00	06/20/2011			
Contingency Report		09/01/2011			
Payment Due	30,000.00	09/20/2011			
Payment Due	30,000.00	12/20/2011			
Payment Due	30,000.00	03/20/2012			
Final Program Report		08/01/2012			
Final Financial Report		08/01/2012			

Payment of your grant award will commence upon receipt of the executed grant record form as outlined in the above schedule. Deviations from the prescribed payment schedule will be made only if your organization can exhibit a substantial need for an accelerated payment schedule.

Grant Conditions

Below are conditions which must be adhered to in the use of any grant by The Chicago Community Trust.

Use of Funds. The funds provided pursuant to this grant may be spent only in accordance with the provisions of your funding request and budget as submitted to the Trust. The program is subject to modification only with the Trust's prior approval.

Unless otherwise provided in the terms of the grant, no funds provided by the Trust may be used for any political campaign or to support attempts to influence legislation of any governmental body "other than through making available the results of non-partisan analysis, study and research."

Fiscal Responsibility. Metropolitan Mayors Caucus is responsible for the expenditure of funds and maintaining adequate supporting records consistent with generally accepted accounting practices.

Reporting Requirements. Metropolitan Mayors Caucus will furnish the Trust with a written report, including a fair and complete financial statement and a brief narrative that describes program progress upon the completion of the program for which the grant has been made. The Trust may also request interim reports, and, in any case, will be supplied with a report at least once during the term of the grant. Such reports shall supply sufficient information as necessary for the Trust to determine that the grant is being used for the purposes intended and for the Trust to fulfill its own public reporting responsibilities.

Liability. Metropolitan Mayors Caucus hereby agrees to indemnify and hold The Chicago Community Trust harmless from any and all damages, liability, suits, claims, liens, taxes or demands whatsoever arising out of Metropolitan Mayors Caucus's use or distribution of the charitable trust funds received from the Trust including but not limited to any and all damages from personal injury, death or property damage and Metropolitan Mayors Caucus further agrees to defend the Trust from any loss or expense resulting therefrom including the Trust's costs and expenses of litigation or arbitration including attorneys fees.

Publicity. As metropolitan Chicago's community foundation, The Chicago Community Trust is accountable to our many generous donors and the general public as to the use of Trust resources. Collaborative publicity efforts can generate positive attention and increase our collective visibility to more potential supporters. Should you choose to prepare press releases, programs, announcements, feature stories, and print materials, we encourage you to mention the Trust. We hope that in all of your public information you will highlight your connection with and support from The Chicago Community Trust. For more specific instructions, please refer to the attached document: Publicity Guidelines for Grant Recipients. Metropolitan Mayors Caucus will supply the Trust with electronic examples of all materials that acknowledged the Trust from a publicity standpoint. We strongly encourage you to send us information on the media coverage that you have received. Please send those electronically to Janice Pacheco at publicity@cct.org. All publicity and media references to this grant should be cleared at least 5 business days in advance of your deadline. Questions regarding logo placement should be directed to Janice Pacheco at 312.616.8000 or publicity@cct.org. In regards to press releases, newsletters and Web site copy etc., please direct all questions to Eva Penar at evap@cct.org.

ACCEPTANCE

Payment of this grant will be made according to the schedule outlined on the attached sheet commencing after receipt by the Trust of the executed green copy of this form acknowledging both the terms of this grant and the grant conditions as set forth above.

Grant C2011-00466

For Metropolitan Mayors Caucus:

DAVID E. BENNETT EXECUTIVE DIRECTOR

(Printed name of Head of Organization)

(Title)

David E. Bennett

(Signature)

6-7-2011

(Date)



Richard M. Daley
Mayor, City of Chicago
Founding Chair

Larry Hartwig
Mayor, Village of Addison
Executive Board Chair

Edward J. Zabrocki
Mayor, Village of Tinley park
Executive Board Vice Chair

May 6, 2011

Nancy Fishman
Executive Director
Grand Victoria Foundation
230 West Monroe, Suite 2530
Chicago, IL 60606

RE: Letter of Inquiry – Suburban Inter-jurisdictional Housing Collaboratives

Dear Nancy:

The Metropolitan Mayors Caucus requests \$70,000 to support two Inter-jurisdictional Housing efforts, including the technical assistance provided to those Collaboratives by the Metropolitan Mayors Caucus (MMC) and Metropolitan Planning Council (MPC). The Caucus will act as the fiscal agent for the South Suburban Mayors and Managers Association (SSMMA) and the Village of Maywood, the organizations that contract with the two Housing Coordinators currently working with the two Collaboratives.

The Metropolitan Mayors Caucus is a 501c(6) organization representing the local elected officials of the six-county Chicago region. In 1997, Chicago Mayor Richard M. Daley recognized the need for a new spirit of cooperation between the Chicago area's municipalities. His vision was to unite Mayors from the six-county region in a common cause, and he invited Mayors from nine suburban municipal associations to talk about this vision. The Metropolitan Mayors Caucus was formed out of that discussion. Today, it is an active collaboration between Chicago and the suburban associations. The Caucus has a number of Committees and Task Forces, focusing on topics such as education reform, transportation, the environment, and emergency preparedness. This proposal comes out of the work of the Caucus' Housing and Community Development Committee.

Recognizing that housing issues do not adhere to municipal boundaries, two years ago representatives from south and west suburban communities launched a historic pilot for approaching housing work through inter-jurisdictional coordination. Financial support from the Grand Victoria Foundation in 2009 and 2010, along with technical assistance from the Caucus and MPC, allowed these two Collaboratives of mayors and municipal staff to each hire a Housing Coordinator, develop intergovernmental agreements formalizing their joint efforts, and advance a workplan that serves as the foundation of a sustainable approach to housing and community development in their sub-regions. A key goal of the Collaboratives continues to be making housing investments that promote access to transit and jobs and/or build on existing community and economic development initiatives.

The West Cook County Housing Collaborative's (WCCHC) members (Bellwood, Berwyn, Forest Park, Maywood, Oak Park) renewed their intergovernmental agreement for a second year last summer and are currently in the process of renewing for a third year. Its Steering Committee and Working Group continue to be governed by an intergovernmental agreement and by-laws; the Working Group meets at least monthly and the Steering Committee at least quarterly. An elected official from each community participates in the Steering Committee. IFF has served as the as the Housing Coordinator for the WCCHC since July 2009.

Within the Chicago Southland Housing and Community Development Collaborative (CSHCDC), 16 of the 27 communities engaged have passed a resolution appointing an authorized representative to the Collaborative with decision making powers on issues before the Collaborative. The CSHCDC has met at least monthly throughout the year with strong attendance. Agendas have focused on issues such as the Cook County Mediation Program, a multifamily foreclosure report published by ULI Chicago and other vacant property topics. Janice Morrissy has served as the Director of Housing Initiatives for CSHCDC since June 2009.

These two Collaborative efforts have notched significant achievements. The WCCHC, through IFF, received over \$3 million in Cook County Neighborhood Stabilization Program (NSP) funds and has been working to successfully implement these resources. On March 10, 2011 a "groundbreaking" event was held to officially launch the rehab of a 26 unit apartment building in Maywood

City of Chicago · DuPage Mayors and Managers Conference · Lake County Municipal League · McHenry County Council of Governments
Metro West Council of Governments · Northwest Municipal Conference · South Suburban Mayors and Managers Association
Southwest Conference of Mayors · West Central Municipal Conference · Will County Governmental League

233 South Wacker Drive, Suite 800, Chicago, Illinois 60606
Tel: 312.201.4505 Fax: 312.258.1851

www.mayorscaucus.org

funded under the NSP grant. Rehab has also started on three NSP homes in Bellwood, and IFF is pursuing additional NSP resources. The WCCHC has submitted an application to the IL Department of Commerce and Economic Opportunity (DCEO) for IKE Disaster Recover Funds to address community stabilization needs. The application, which is still under review, requested approximately \$6 million to rehab 40 units (a mix of single family and multifamily). Although the WCCHC was not awarded a HUD Community Challenge Planning Grant, it is still pursuing a number of activities related to its sustainable transit-oriented development (TOD) plan for the subregion. In March 2011, the WCCHC's application to the Chicago Metropolitan Agency for Planning (CMAP) Local Technical Assistance (LTA) Program was selected as one of six projects (out of 130 applicants with 220 projects) to be a high priority and ready for implementation. Through the LTA program, the WCCHC will benefit from the *Homes for a Changing Region* policy planning tool. The WCCHC, in partnership with the Center for Urban Research and Learning at Loyola University has also submitted a pre-application for a HUD grant to conduct research to develop a sub-regional sustainability strategy for affordable housing and economic development around five transit centers in the WCCHC area.

The CSHCDC has many notable accomplishments in the past year. The various CSHCDC member communities that received NSP funds from Cook County are working to implement the funds: 34 single family homes are in the rehab process, and 5 blighted properties have been demolished. MPC, MMC and leadership from the SSMMA have been meeting regularly with new Cook County leadership to educate them about the original Collaborative goals in order to redirect appropriate NSP and other resources to the Collaborative. DCEO recently informed CSHCDC that six towns will be awarded \$6.6 million in IKE Disaster Recovery Funds to impact 74 homes through rehab or demolition. The funding will also allow the towns to make significant infrastructure improvements to mitigate future neighborhood flooding. (Note: this award has not yet been publicized). Further, the South Collaborative is a key partner in the Green TIME Zone redevelopment strategy that was awarded the only HUD Community Challenge Planning Grant in Illinois (\$2.35 million), as well as a competitive technical assistance award from US EPA. Finally, the South was also selected for the CMAP LTA program, through which CMAP is assisting with efforts to foster TOD across the communities and helping develop a methodology for project prioritization. Four CSHCDC communities are also currently participating in the *Homes for a Changing Region* project. Finally, both the CSHCDC and the WCCHC have helped to gather local support for legislation in Springfield that will help to address vacant property issues.

In sum, given the limited municipal resources and staff capacity across South and West Cook towns, collaborative staff have proved to be a key asset in attracting additional funding to communities and coordinating efforts on shared housing issues. The Collaboratives have also provided a vehicle for building trust, sharing best practices, and creating solutions to shared problems. This interjurisdictional approach is informing policy and program improvements at every level of government. In short, the Grand Victoria Foundation's initial investment has paid off, creating the opportunity for these communities to pursue funding and respond to issues that had received little attention in recent years due to a lack of staff capacity.

In the coming year, both Collaboratives will continue to apply for additional funding and work with County, State and federal governments with an eye toward determining a self-sustaining structure. Coordinators will ensure that any new funds that are awarded (i.e. DCEO IKE Disaster Recovery funds, NSP 3) will be obligated and implemented in a way that reflects the towns' goals. Both clusters will continue to participate in related foreclosure prevention efforts like mortgage modification events and Cook County's Mediation program. The WCCHC is also increasing its outreach to employers to discuss employer-assisted housing programs, building on an employer outreach event held last year. The West will continue to focus on finding other resources to support the workplan developed during the HUD Challenge Grant application effort to promote redevelopment around the communities' transit stations. The WCCHC is also exploring how to create a volume cap pooling program, as four of the WCCHC communities have the ability to reserve private activity bonds for use in their communities. This allows them to issue tax-exempt financing for industrial or housing related activities and create a potential revenue source for the WCCHC. Pooling the volume cap creates a scale that one community cannot achieve on its own.

Implementation of HUD Challenge grant will be a key focus of the coming year for the CSHCDC, as it builds on a number of Collaborative initiatives over the first two years. This implementation strategy includes working with partners to improve data management, develop model ordinances and streamline development processes, set up a sub-regional land bank (and land trust), and establish a redevelopment fund. The CSHCDC is also working with US EPA through a technical assistance award related to redevelopment financing. TOD planning and site development efforts are occurring in at least 11 CSHCDC communities through grants from the RTA and Cook County. Both the South and West will work on *Homes for a Changing Region* in 2011 and 2012. MMC and MPC will ensure that new learning around interjurisdictional coordination is being shared around the region and are working on developing a whitepaper with the Federal Reserve Bank to document and promote best practices. The paper will be released at a forum in November 2011. Finally, the grants currently in discussion with the County and State provide an opportunity to think about long-term sustainable funding for these collaborative models and this will be a key part of the 2011 workplan. The hope is that a methodology for funding collaboratives is developed and can be replicated in other parts of the region and beyond.

Sincerely,



David E. Bennett, Executive Director

Suburban Interjurisdictional Housing Collaboratives - Budget

The Metropolitan Mayors Caucus requests \$70,000 to support these efforts. This request encompasses \$20,500 to support the South Collaborative's Director of Housing Initiatives, \$31,500 to support the West Collaborative's Housing Coordinator (IFF), \$15,000 to support the technical assistance of the Caucus and the Metropolitan Planning Council (including the Caucus' fiscal agent fee), and \$3,000 for additional costs for both Collaboratives.

Compared to the grant awarded last year, this request is seeking less support for the salary of the South Collaborative's Coordinator, while seeking increased support for the West Collaborative's Coordinator, as well as increased technical assistance for MMC/MPC. These changes reflect the availability of additional funding to support the salary of the South Coordinator. Although an increase has been requested for the West Coordinator from Grand Victoria for this year, when taking into account the current Chicago Community Trust (CCT) request for the West Coordinator (\$32,500), the total funding this year has gone down (from \$70,000 to \$64,000). In addition, although the technical assistance request from the Grand Victoria Foundation appears to be a substantial increase from last year, when taking into account this year's CCT request, the total funding for TA is \$7,500 less for both MMC and MPC (\$15,000 total). Last year the MMC received \$20,000 for TA/fiscal agent fee from both CCT and the Grand Victoria Foundation and MPC received \$20,000 for TA from CCT (a total of \$40,000 for both organizations). This year, MMC and MPC have each requested \$5,000 from CCT (\$10,000 total) as well as \$7,500 each from Grand Victoria (\$15,000 total). Therefore this year's total TA/fiscal agent fee request is \$25,000 compared to last year's \$40,000.

Project Income – South Collaborative

Source	Requested	Committed
Grand Victoria Foundation*	\$29,500	
Chicago Community Trust (application submitted)	\$40,000	
Field Foundation (invitation to submit renewal in May)	\$20,000	
DLA Piper In-Kind Support		\$90,000
Cook County NSP Admin Fee (for NSP costs only)	\$90,000	
HUD Challenge Grant		\$28,700
EECBG Admin Fee		\$6,580
DCEO-IKE Admin Fee	\$33,006	
First Midwest Bank		\$1,183
Total: \$338,969	\$212,506	\$126,463

*The \$29,500 requested from Grand Victoria for the South Collaborative would cover the following expenses: \$20,500 for coordinator wages; \$7,500 for technical assistance from MPC and MMC (including MMC fiscal agent fee); \$1,500 for additional costs like travel, training, supplies, conference calls, meeting expenses, and support services. The full set of project expenses is immediately below.

Project Expenses – South Collaborative

(for details on these categories, see the Notes section below)

Coordinator Wages	\$84,000
Technical Assistance	\$10,000
Professional and Support Services (including legal)	\$235,969
Legal Services (at discounted rate)	\$90,000
General Coordinator Staff Support	\$16,383
Other Professional and Support Services	\$129,586
DCEO Admin Support	\$33,006

NSP Admin Support		\$90,000
EECBG Admin Support		\$6,580
Travel/Training and Related Expenses	\$4,000	
Equipment/Supplies	\$2,500	
Fiscal Agent Fee	\$2,500	
Total	\$338,969	

Project Income – West Collaborative

Source	Requested	Committed
Grand Victoria Foundation*	\$40,500	
Chicago Community Trust (application submitted)	\$40,000	
CDBG – from City of Berwyn		\$6,054.85
Total: \$86,554.85	\$80,500	\$6,054.85

*The \$40,500 requested from Grand Victoria for the West Collaborative would cover the following expenses: \$31,500 for coordinator wages; \$7,500 for technical assistance from MPC and MMC (including MMC fiscal agent fee); \$1,500 for additional costs like travel, training, supplies, conference calls, meeting expenses, and support services. The full set of project expenses is immediately below.

Project Expenses – West Collaborative

(for details on these categories, see the Notes section below)

Coordinator Wages	\$64,000
Technical Assistance	\$10,000
Professional and Support Services	\$6,054.85
Travel/Training and Related Expenses	\$2,500
Equipment/Supplies	\$1,500
Fiscal Agent Fee	\$2,500
Total	\$86,554.85

Notes on the Collaboratives' budgets:

Coordinator Wages covers the payment to the Housing Coordinator.

Technical Assistance covers MMC and MPC staff. MMC staff involved in the project: Dave Bennett, Executive Director, Allison Milld, Director of Housing Initiatives, and Laurie Hayes, Financial Contractor. MPC Staff included are: Robin Snyderman, Vice President of Community Development, and Dominic Tocci, Manager, Interjurisdictional Collaborations.

Professional and Support Services covers expenses (including legal expenses) associated with additional services required by the Collaborative and the need for outside skills sets that complement the strengths of the Housing Coordinator. For example, priority tasks for this coming year include: implementing the HUD Challenge Grant related-tasks including developing model ordinances and setting up a sub-regional land bank (south); exploring ways to implement the HUD Challenge Grant application's workplan to promote redevelopment around the communities' transit stations (west); an analysis of the options for structuring the Collaboratives to allow for sustainability of these entities into the future. It is expected that some level of support will be needed on these tasks. Other examples of services under this line item include legal assistance, affordable housing financing, database development and administration, and marketing.

Travel/Training and Related Expenses refers to the trips the Coordinators will need to make between the participating communities as well as to other parts of the region and possibly beyond for training opportunities.

Equipment and Supplies refers to supplies the Coordinators will need (such as IT equipment) as well as conference call expenses and meeting expenses (room rental, refreshments, materials, etc.).

Fiscal Agent Fee is provided to the Caucus in return for serving as the Fiscal Agent for the South Suburban Mayors and Managers Association and the Village of Maywood.

Note: The budget outlined above does not mention the significant in-kind contributions from the participating communities and SSMMA, such as municipal staff time, office space, and administrative support. These contributions are listed below.

Source	Committed
CSHCDC Municipal Staff In-Kind Time	\$123,487
WCCHC Municipal Staff In-Kind Time	\$120,000
WCCHC Permit Fee Waivers (Bellwood and Maywood)	\$36,569
Total:	\$280,056

Year-to-date expense report for current grant and information on other funding secured:

The current Grand Victoria Foundation grant to the Caucus in the amount of \$70,000 has been spent as follows through March 2011:

	Spent	Allocated
South Coordinator Wages	\$11,340	\$42,000
West Coordinator Wages	\$0	\$20,000
MMC TA/Fiscal Agent Fee	\$5,000	\$5,000
Travel/Training and Related Expenses	\$0	\$3,000
TOTAL	\$16,340	\$70,000

Coordinator Wages supports Janice Morrissy, the Director of Housing Initiatives in the South and IFF in the West. Both positions are also funded by the Chicago Community Trust, whose grant is completed in June 2011. Therefore, we have drawn on that funding source before tapping into the Grand Victoria funds. We expect to fully utilize the Grand Victoria funds in summer and fall 2011. The same is true of the travel and training expenses for the South and West – both Collaboratives have been drawing funds thus far from the Chicago Community Trust Grant. We expect to fully use the Grand Victoria Funds by the spending deadline in September 2011.

In addition to the Chicago Community Trust funding mentioned above, the South Collaborative also secured funding from the Field Foundation in 2010 for \$20,000. Renewals for both of these grants have been or will be submitted in 2011. The CCT funding also supports the West Collaborative. The 2010 CCT funding totaled \$140,000. The 2011 CCT proposal (which is currently being reviewed) included a total request of \$120,000. However, this amount also includes a request to support a Northwest Housing Collaborative in addition to the South and West Collaboratives.

H

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Ordinance Authorizing the Disposition of Surplus Bicycles On An "As Is" Basis.

Resolution or Ordinance No. _____
Date of Board Action: July 18, 2011

Chief of Police: 
Rick C. Tanksley, Chief of Police

Village Manager's Office: 
Village Manager's Office

Item History (Previous Board Review, Related Action, History):

In accordance with Village policy and State Statute 65 ILCS Sec. 5/11-76-4, the Village's corporate authorities may, by Ordinance, authorize disposition of property they may designate in order to dispose of surplus property not usable to the Village. The Village, through the Police Department, submits the items listed in Exhibit A to be declared as surplus.

Item Policy Commentary (Key Points, Recommendation, Background):

The items listed in Exhibit A are 112 bicycles that are in the Police Department's possession. These bicycles will be sold at an event that will be held on 23 Jul 2011 between the hours of 9:00 a.m. and 12:00 p.m. at 260 Madison Oak Park, IL 60302

Exhibit A: Attached is the list of items to be declared surplus.

Item Budget Commentary: (Account #; Balance; Cost of contract)

Not applicable

Proposed Action: Approve the Resolution

**ORDINANCE
AUTHORIZING THE DISTRIBUTION AND DISPOSAL
OF SURPLUS PROPERTY ON AN "AS IS" BASIS**

SECTION 1: BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, find, based upon the recommendations of the Village Manager, that the property identified as Exhibit A to this ordinance is no longer necessary or useful to the Village and, therefore, that the continued storage and ownership of these items are no longer in the Village's best interest.

SECTION 2: That the Village Manager is hereby authorized to dispose of the property identified in Exhibit A in an event to be held on 23 Jul 2011 between the hours of 9:00 a.m. and 12:00 p.m. at 260 Madison Oak Park, IL 60302.

THIS ORDINANCE shall be in full force and effect from and after its adoption and approval.

ADOPTED this 18th day of July, 2011, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July, 2011.

David Pope, Village President

Attest:

Teresa Powell, Village Clerk

6/27/2011

Oak Park Police Department

Item Description: Pink, Huffy, Girls, BMX Bike, w/ white tires, purple rims

S/N: PZA68702

Item Description: pink girls magna outreach, 17" frame, 20" wheel, poor condition, gear and brake lines have been removed

S/N: 99TD822840

Item Description: Boys blue Free Agent bicycle

S/N: U20362942

Item Description: Blue/Silver men's Trek 7200

S/N: C21A2901

Item Description: Black Murray 21 speed mountain bike with damaged front tire and cable lock

S/N: GK51344487

Item Description: black seat, blue frame

S/N: 3200827071GS081187934

Item Description: Blue 26" Giant Acapulco mountain bike serial # C68A8512

S/N: C68A8512

Item Description: blue and silver 26" 18 speed men's magna crest divide bicycle with rear blk rack, blk water bottle, raised blk seat, and blk front shocks

S/N: 35042614

Item Description: Purple girls Schwinn High Plains 24"

S/N: CSC2I24379

Item Description: Boys 20 in Raleigh MXR

S/N: UC6F003285

Item Description: light purple girls schwinn sx-200 26" bike, with a black code lock chain attached

S/N: SNIDC08D18092

Item Description: girls purple roadmaster mountain bicycle

S/N: DC000959039

Item Description: Boys Black Schwinn Bicycle

S/N: 08F0019018

Item Description: GIRLS BLUE HUFFY TUNDRA BICYCLE

S/N: BB04G36639

Item Description: green/brown Mongoose BMX

S/N: ACE08C10167

Item Description: Boy's Bicycle

S/N: AS343677

Item Description: 16" brown, boys, Sims BMX style bicycle S/N ACA08G021240 OP reg# 63341

Item Description: red boy's NEXT bicycle

S/N: 72696480

Item Description: (1) BLUE BEACH CRUISER STYLE BICYCLE

S/N: F439712

Item Description: Boys grey mongoose

S/N: SNACB08C34156

Item Description: blue bicycle

S/N: BR04A45501

Item Description: 18 speed blue/purple roadmaster trinindad

S/N: RMC23550404

Oak Park Police Department

Item Description: green huffy maxx (WITH UNKNOWN LOCATION RED BICYCLE REGISTRATION #0842)
S/N: AL20J31760

Item Description: boys blk/gry/yel magna excitor
S/N: 99192290

Item Description: BLUE 26INCH ROADMASTER MT CLIMBER BICYCLE
S/N: TB97J29476

Item Description: girls schwinn, sdidewinder purple bicylce
S/N: CK100322

Item Description: light blue, 26 inch , mens spalding blade with black kyrptonite lock attached
S/N: U81203136

Item Description: Red, 20", Next Wipeout, dirt bike, model #8536-61K, serial #98099893, tires going flat.
S/N: 98099893

Item Description: blue roadmaster "Mt, Fury" bicycle
S/N: SNFSD05C09867

Item Description: Orange boys Schwinn Frontier bicycle recovered from Keith Turner
S/N: SNHUA07A08661PD07-24-02

Item Description: Mens Black Haro Impulse
S/N: R907910709

Item Description: blue/silver/orange 24 inch men's Trek 820 mountain bike
S/N: TBT0415CB2A7394

Item Description: red specialized hardrock mountain bike
S/N: P4HG25978

Item Description: blue 3 speed next mountain bicycle, No handlebars
S/N: CM070306827

Item Description: bike
S/N: 02TD7067964

Item Description: Purple girls, Mt. Sport SX Roadmaster 18 speed
S/N: SNFSD09E50377

Item Description: red frame, 26" wheel, battery powered horn, rear wheel mounted carring rack.
S/N: 92L4499

Item Description: purple & blue Roadmaster Mt Sport SX
S/N: SFSD06071207

Item Description: Men's Red Schwin Hurricane Mountain Bike
S/N: SI210905

Item Description: PURPLE MOUNTAIN BIKE WITH SCHWINN BIKE PUMP ATTACHED
S/N: C87F9862

Item Description: BLUE MEN'S MONGOOSE
S/N: M8DC32836

Item Description: BLACK 24 IN. BOYS BIKE
Item Description: Blue and black boy's magna bicycle, serial #00TD424786

Item Description: black 20"boys bike
S/N: 00TD998581

Item Description: Blue Mongoose Crush 20in boys Ser# SNACB10B04692
S/N: L070800743

Item Description: Silver 26 inch tandem unisex Kent Dual Drive 21 speed bicycle serial #
S/N: L070800743

Oak Park Police Department

Item Description: blue girls IRON HORSE

S/N: EH05080383

Item Description: Boys 26" Raleigh Mojave 21 speed mountain bike

S/N: U64K06892

Item Description: blk/red/whi 26 in. Raleigh M20 bicycle

S/N: U1YU35602

Item Description: black men's schwinn "crisscross" 21 speed bike.

Item Description: light blu 26" girls Spartan bike w/child seat attached

S/N: N030849068

Item Description: Blk / gry (poss originally red), 20" dirt bike, "Next" brand seat, flat front tire, no brakes, chain off. Poss OP bicycle registration sticker last three numbers #888.

Item Description: Small boys blu/green/yellow bike

S/N: 4N0101

Item Description: Boys 26" Black Schwinn w/ blue cable lock

S/N: GL121987

Item Description: Red/Maroon, 20 inch, boys, MTB Bike, spoke wheels, unable to locate serial

#

Item Description: RED 20" BOYS KENT X-POWER BMX STYLE BICYCLE

S/N: GB00100709

Item Description: Black/Gry/Wht Mens, 26" Magna "Excitor", 21 spd, mountain bike

S/N: SL09047098

Item Description: 27 inch 15 speed, black saddle seat with U-bolt Kryptonite lock and holder connected

S/N: C94094246

Item Description: silver "next" bike

S/N: S1HT27515

Item Description: green CCM Elan Bicycle

S/N: F767018

Item Description: red beach cruiser

S/N: D2272061

Item Description: purple bike

S/N: 465469101613H45

Item Description: blue/silver boys bike, no make or model, broken pedals and brakes S/N

69420778

Item Description: 1 red bmx style red schwinn bike-no seat

Item Description: Boy's 12" Bright Green Magna Rip Claw

S/N: B4463816

Item Description: Men's Red/Blue Roadmaster Mt. Fury

S/N: SNFSD05FX5070

Item Description: boy's blue/black 18" bicycle

S/N: XDS070500431

Item Description: Blue/Pink Trek

S/N: T8KX65656

Item Description: brown and orange Thruster 2.0 Rampage BMX style bicycle with vise grips attached to the seat

S/N: GS090448875

Item Description: 20" girls bike, unknown make/model

Item Description: Red Boys 16" Haro Bicycle

S/N: Z16P5I0202

Oak Park Police Department

Item Description: men's silver 21 speed Mongoose DXR AL bicycle, broken chain and pedal S/N: SNXDS05C18237	
Item Description: 1 bmx style bike S/N: HQGL19367L	
Item Description: PINK/WHITE, RALLYE, "TRAILCLIMBER" 18 SPEED, WOMAN'S MOUNTAIN BIKE S/N: HS090700504 OR 2510927071	
Item Description: black boys 26" huffy S/N: HC0078998	
Item Description: camoflauged childrens bmx bicycle S/N: ACA02F053265	
Item Description: red huffy EXO mountain bike (serial #: BB00J03008) S/N: BBOOJ03008	
Item Description: boys orange huffy bicycle S/N: BB10E24956	
Item Description: Blue Huffy Rockit 20" bicycle serial #: SNHFJ07K42618 S/N: SNHFJ07K42618	
Item Description: WOMENS SILVER SCHWINN S/N: SNIDC05M03790	
Item Description: bicycle in good condition with dried up mud on it S/N: K45369238722H3927	
Item Description: blue Mt. Fury Roadmaster S/N: F04010021047	
Item Description: 26 inch black and blue with a black and blue seat S/N: SNFSD08E91788	
Item Description: 26" red / silver, Next Power Climber, 18 speed, serial number 38540339 S/N: 38540339	
Item Description: light pink girls bike with dark pink paint on it, black handle bar grips, black seat, black cable lock attached to front wheel S/N: (NONE)	
Item Description: black, boys, schwinn, bmx style, bike ser # ACF7G01968, spoke wheels, black seat, rear pegs S/N: ACF7G01968	
Item Description: SCHWINN/TIGER Red, Yellow, and Black Totler size bicycle. S/N: CJ6E00935	
Item Description: blue, boys, magna, "pacific", bmx child's bike S/N: 99TD973658	
Item Description: red next wipeout S/N: DWCD027635	
Item Description: tan, fugi, 12 speed, S/N: SL900175	
Item Description: orange bmx style S/N: SL07036159	
Item Description: 26" blue Schwinn bicycle with red tires S/N: GB838344	
Item Description: mt. bike, green, 26" wheel S/N: R71261469	
Item Description: Blue Men's Raleigh C200 with a black bag S/N: R92118710	

Oak Park Police Department

Item Description: Black/Orange Schwinn BMX	
Item Description: Yellow MAgna Exxitr, 21 speed	
Item Description: boys green in color chaos next 20"	
S/N: GS080608424	
Item Description: Green Next Chaos Bicycle	
S/N: S090203129	
Item Description: red , 20 inch	
S/N: LWIF026479	
Item Description: 20" blue, girls Trek 800 mountain style bicycle, seat damaged S/N GS667005	
S/N: GS667005	
Item Description: schwinn trail way	
S/N: 1DC07E50183	
Item Description: red mongoose	
S/N: SNCNP05M12957	
Item Description: silver and green Dyno Air BMX style bicycle with no seat	
S/N: YC98H11884	
Item Description: purple bike	
S/N: F4001866	
Item Description: unknown make, green men's 26" mountain bike, serial #466889041811F8990	
S/N: 466889041811F8990	
Item Description: red/grey schwinn sx2000 bicycle	
S/N: SNTDC06K35532	
Item Description: 26inch ,red	
S/N: 26658-9068823F7556	
Item Description: Pink in color womens schwinn roxie 26" coaster bicycle	
S/N: SNFSD08KD98	
Item Description: Black BMX Style-Clear LEADS	
S/N: 97TD229063	
Item Description: Red Giant Men's Bicycle	
Item Description: Blue Trek bicycle	
S/N: 01470	

Oak Park Police Department

Item Description: Pink, Huffy, Girls, BMX Bike, w/ white tires, purple rims

S/N: PZA68702

Item Description: pink girls magna outreach, 17" frame, 20" wheel, poor condition, gear and brake lines have been removed

S/N: 99TD822840

Item Description: Boys blue Free Agent bicycle

S/N: U20362942

Item Description: Blue/Silver men's Trek 7200

S/N: C21A2901

Item Description: Black Murray 21 speed mountain bike with damaged front tire and cable lock

S/N: GK51344487

Item Description: black seat, blue frame

S/N: 3200827071GS081187934

Item Description: Blue 26" Giant Acapulco mountain bike serial # C68A8512

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S/N: 35042614

Item Description: Purple girls Schwinn High Plains 24"

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S/N: UC6F003285

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S/N: SNIDC08D18092

Item Description: girls purple roadmaster mountain bicycle

S/N: DC000959039

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S/N: 08F0019018

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S/N: BB04G36639

Item Description: green/brown Mongoose BMX

S/N: ACE08C10167

Item Description: Boy's Bicycle

S/N: AS343677

Item Description: 16" brown, boys, Sims BMX style bicycle S/N ACA08G021240 OP reg# 63341

Item Description: red boy's NEXT bicycle

S/N: 72696480

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S/N: SNACB08C34156

Item Description: blue bicycle

S/N: BR04A45501

Item Description: 18 speed blue/purple roadmaster trinindad

S/N: RMC23550404

Oak Park Police Department

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REGISTRATION #0842)
S/N: AL20J31760

Item Description: boys blk/gry/yel magna excitor
S/N: 99192290

Item Description: BLUE 26INCH ROADMASTER MT CLIMBER BICYCLE
S/N: TB97J29476

Item Description: girls schwinn, sdiwinder purple bicylce
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S/N: R907910709

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S/N: P4HG25978

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Item Description: black/silver/orange 24inch bicycle
S/N: CM070306827

Item Description: bike
S/N: 02TD7067964

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S/N: SNFSD09E50377

Item Description: red frame, 26" wheel, battery powered horn, rear wheel mounted carring rack.
S/N: 92L4499

Item Description: purple & blue Roadmaster Mt Sport SX
S/N: SFSD06071207

Item Description: Men's Red Schwin Hurricane Mountain Bike
S/N: SI210905

Item Description: PURPLE MOUNTAIN BIKE WITH SCHWINN BIKE PUMP ATTACHED
S/N: C87F9862

Item Description: BLUE MEN'S MONGOOSE
S/N: M8DC32836

Item Description: BLACK 24 IN. BOYS BIKE

Item Description: Blue and black boy's magna bicycle, serial #00TD424786

Item Description: black 20"boys bike
S/N: 00TD998581

Item Description: Blue Mongoose Crush 20in boys Ser# SNACB10B04692

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L070800743
S/N: L070800743

Oak Park Police Department

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S/N: EH05080383

Item Description: Boys 26" Raleigh Mojave 21 speed mountain bike

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Item Description: RED 20" BOYS KENT X-POWER BMX STYLE BICYCLE

S/N: GB00100709

Item Description: Black/Gry/Wht Mens, 26" Magna "Excitor", 21 spd, mountain bike

S/N: SL09047098

Item Description: 27 inch 15 speed, black saddle seat with U-bolt Kryptonite lock and holder connected

S/N: C94094246

Item Description: silver "next" bike

S/N: S1HT27515

Item Description: green CCM Elan Bicycle

S/N: F767018

Item Description: red beach cruiser

S/N: D2272061

Item Description: purple bike

S/N: 465469101613H45

Item Description: blue/silver boys bike, no make or model, broken pedals and brakes S/N 69420778

Item Description: 1 red bmx style red schwinn bike-no seat

Item Description: Boy's 12" Bright Green Magna Rip Claw

S/N: B4463816

Item Description: Men's Red/Blue Roadmaster Mt. Fury

S/N: SNFSD05FX5070

Item Description: boy's blue/black 18" bicycle

S/N: XDS070500431

Item Description: Blue/Pink Trek

S/N: T8KX65656

Item Description: brown and orange Thruster 2.0 Rampage BMX style bicycle with vise grips attached to the seat

S/N: GS090448875

Item Description: 20" girls bike, unknown make/model

Item Description: Red Boys 16" Haro Bicycle

S/N: Z16P5I0202

Oak Park Police Department

Item Description: men's silver 21 speed Mongoose DXR AL bicycle, broken chain and pedal

S/N: SNXDS05C18237

Item Description: 1 bmx style bike

S/N: HQGL19367L

Item Description: PINK/WHITE, RALLYE, "TRAILCLIMBER" 18 SPEED, WOMAN'S MOUNTAIN BIKE

S/N: HS090700504 OR 2510927071

Item Description: black boys 26" huffy

S/N: HC0078998

Item Description: camoflauge childrens bmx bicycle

S/N: ACA02F053265

Item Description: red huffy EXO mountain bike (serial #: BB00J03008)

S/N: BBOOJ03008

Item Description: boys orange huffy bicycle

S/N: BB10E24956

Item Description: Blue Huffy Rockit 20" bicycle serial #: SNHFJ07K42618

S/N: SNHFJ07K42618

Item Description: WOMENS SILVER SCHWINN

S/N: SNIDC05M03790

Item Description: bicycle in good condition with dried up mud on it

S/N: K45369238722H3927

Item Description: blue Mt. Fury Roadmaster

S/N: F04010021047

Item Description: 26 inch black and blue with a black and blue seat

S/N: SNFSD08E91788

Item Description: 26" red / silver, Next Power Climber, 18 speed, serial number 38540339

S/N: 38540339

Item Description: light pink girls bike with dark pink paint on it, black handle bar grips, black seat, black cable lock attached to front wheel

S/N: (NONE)

Item Description: black, boys, schwinn, bmx style, bike ser # ACF7G01968, spoke wheels, black seat, rear pegs

S/N: ACF7G01968

Item Description: SCHWINN/TIGER Red, Yellow, and Black Totler size bicycle.

S/N: CJ6E00935

Item Description: blue, boys, magna, "pacific", bmx childs bike

S/N: 99TD973658

Item Description: red next wipeout

S/N: DWCD027635

Item Description: tan, fugi, 12 speed,

S/N: SL900175

Item Description: orange bmx style

S/N: SL07036159

Item Description: 26" blue Schwinn bicycle with red tires

S/N: GB838344

Item Description: mt. bike, green, 26" wheel

S/N: R71261469

Item Description: Blue Men's Raleigh C200 with a black bag

S/N: R92118710

6/27/2011

Oak Park Police Department

Item Description: Black/Orange Schwinn BMX

Item Description: Yellow MAgna Exxitr, 21 speed

Item Description: boys green in color chaos next 20"

S/N: GS080608424

Item Description: Green Next Chaos Bicycle

S/N: S090203129

Item Description: red , 20 inch

S/N: LWIF026479

Item Description: 20" blue, girls Trek 800 mountain style bicycle, seat damaged S/N GS667005

S/N: GS667005

Item Description: schwinn trail way

S/N: 1DC07E50183

Item Description: red mongoose

S/N: SNCNP05M12957

Item Description: silver and green Dyno Air BMX style bicycle with no seat

S/N: YC98H11884

Item Description: purple bike

S/N: F4001866

Item Description: unknown make, green men's 26" mountain bike, serial #466889041811F8990

S/N: 466889041811F8990

Item Description: red/grey schwinn sx2000 bicycle

S/N: SNTDC06K35532

Item Description: 26inch ,red

S/N: 26658-9068823F7556

Item Description: Pink in color womens schwinn roxie 26" coaster bicycle

S/N: SNFSD08KD98

Item Description: Black BMX Style-Clear LEADS

S/N: 97TD229063

Item Description: Red Giant Men's Bicycle

Item Description: Blue Trek bicycle

S/N: 01470


I


VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Ordinance Authorizing the Disposal of Surplus Equipment

Resolution or Ordinance No. _____

Date of Board Action July 18, 2011
Staff Review

Information Technology Director 
Alvin Nepomuceno

Village Manager's Office 

Item History (Previous Board Review, Related Action, History):

In accordance with past practice, Village policy and Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Village Board may, by Ordinance, authorize the disposition of designated Village property that is no longer usable to the Village. The IT Department proposes that the items listed in Exhibit A be declared surplus.

Item Policy Commentary (Key Points, Recommendation, Background):

The Information Technology Department regularly reviews Village owned computer equipment to determine if there are items which are no longer used due to being damaged, nonfunctional or outdated. All the items on the attached list are nonfunctional because they have been used for parts or are simply broken. These items do not allow the Village to maintain a uniform equipment standard or the equipment is no longer under warranty and breaks down often. Therefore, the continued maintenance and ownership of these items are not in the Village's best interest.

Last year, the items were disposed at the Village's electronics recycle event. Due to the age and condition, this year's items have little if any resell and therefore will be disposed at the electronics recycling event at Public Works Center on July 30th.

As a precautionary measure, the data hard drives will be removed prior to disposal of equipment.

Exhibit A: Attached is the list of items to be declared surplus.

Proposed Action: Approve the Ordinance

**ORDINANCE AUTHORIZING
DISPOSAL OF SURPLUS EQUIPMENT**

SECTION 1: BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that based upon the recommendations of the Village Manager, the equipment identified in Exhibit A to this ordinance is no longer necessary or useful and is declared surplus to the Village and, therefore, that the continued maintenance and ownership of these items are no longer in the Village's best interest.

SECTION 2: That the Village Manager is hereby authorized to dispose of the surplus equipment listed in Exhibit A by means of an electronic equipment recycling firm.

THIS ORDINANCE shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Exhibit A - Surplus Equipment

Qty	Device Type (printer, PC, monitor, etc.)	Manufacturer/Model/SN	Comments
1	Printer	HP LJ 3330	Not Working
1	Printer	HP DeskJet 6540	Not Working
3	Printer	HP LJ 2100TN	Not Working
1	Printer	HP InkJet CP1700	Not Working
1	Printer	HP 4000	Not Working
3	Printer	HP2430TN	Not Working
1	Scanner	HP Automatic Document Feeder	Not Working
1	Fax	Panafax UF770	Not Working
6	Monitor	Gvision L2ES-NA	Not Working
1	Monitor	EloTouch 1224L5X4	Not Working
4	Monitor	Hewlett Packard 1702	Not Working
4	Monitor	Dell 1708	Not Working
3	Monitor	Dell 1704	Not Working
3	Monitor	Dell 1701	Not Working
5	Monitor	Micron F1700	Not Working
1	Monitor	IBM E64M	Not Working
1	Monitor	Viewsonic 3771	Not Working
1	Document Imprinter	Hedman DI 100	Not Working
2	DVR	Vicon Collector KOL 4000	Not Working
1	Ethernet Switch	Allied Telesyn AT8324X	Not Working
25	Squad PC	No Model / No Serial	Not Working
1	Notebook	Gateway 450ROG / SN33969799	Not Working
1	Notebook	Gateway 450SX4 / SN27078627	Not Working
1	Notebook	Gateway 450SX4 / SN27078626	Not Working
1	PC	Dell GX400 / SN 1X52T01	Not Working
1	PC	Dell GX400 / SN 5N02T01	Not Working
1	PC	Dell GX400 / SN BR52T01	Not Working
1	PC	Dell GX400 / SN 6252T01	Not Working
1	PC	Dell D530 / SN USU440BG9	Not Working
1	PC	Dell OptiPlex GX260 / SN F8LJ631	Not Working
1	PC	Dell OptiPlex GX260 / SN 79LJ631	Not Working
1	PC	Micron CP 325G / SN 3295941	Not Working
1	PC	Micron CP 325G / SN 3295966	Not Working
1	PC	Micron CP 325G / SN 3241774	Not Working
1	PC	Micron CP 325G / SN 3241780	Not Working
1	PC	Micron CP 325G / SN 3241784	Not Working
1	PC	Micron CP 325G / SN 3241779	Not Working
1	PC	Micron CP 325G / SN 3241790	Not Working

VILLAGE OF OAK PARK

AGENDA ITEM COMMENTARY

K

Item Title: Motion To Refer Application For Special Use Permit From Oak Leaf Academy LLC. To Operate A Day-Care Center At 149-155 S. Oak Park Avenue To The Zoning Board Of Appeals To Hold A Public Hearing.

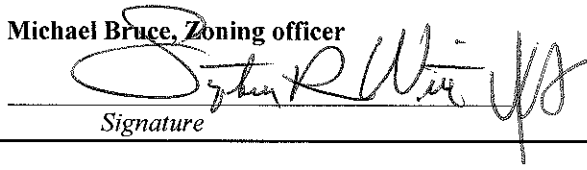
Date of Board Action:

July 18, 2011

Submitted by:

Michael Bruce, Zoning officer

Village Manager's Office:


Signature

Item History:

On June 20, 2011, JoAnn Gantar and Melissa Lumkes, on behalf of Oak Leaf Academy LLC., filed an application pursuant to Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing a day care center located at 149-155 S. Oak Park Avenue. The tenant space is located in a B-1/B-2 General Business Zone District. Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requires that a special use permit is necessary to operate a duly licensed day-care center in all zoning districts.

Item Policy Commentary:

Section 2.2.3(C) of the Zoning Ordinance requires that the President and Board of Trustees refer the application for special use permit to any appointed or elected commission or committee, including but not limited to the Zoning Board of Appeals or Plan Commission, for the purpose of holding a public hearing thereon pursuant to Section 2.2.5.

The Applicant is applying for a special use permit to operate a day care center for children ages six weeks to six years between the hours of 7:30 a.m. to 6:00 p.m. Monday-Friday. The applicant is proposing to have five classrooms and the applicants is proposing to lease six parking spaces located at the rear of the building, exceeding the Zoning Ordinance requirement for on-site parking for day care centers. According to the applicant, at capacity Oak Leaf Academy will need to hire a minimum of 14 employees and could enroll 83 children.

Item Budget Commentary:

No impact to the budget relative to processing the application. The required application fee has been paid by the applicant.

Proposed Commission Action:

Refer this case to the Zoning Board of Appeals to hold a public hearing at its next regularly scheduled meeting date.



Application for Special-Use Permit

The Village of Oak Park
123 Madison
Oak Park, IL 60302-4272

708.358.5430
Fax: 708.358.5441
TTY 708.383.0048
building@oak-park.us

Applicant Information

Name of Applicant: Dak Leaf Academy LLC, JoAnn Gantar & Melissa Lumkes

Address of Subject Property: 149-155 S. Oak Park Avenue

Owner of Subject Property: 155 Oak Park L.L.C. • Owner's Address: 1839 N. Lincoln, Chicago IL 60614

Authorized Agent: Adam Napp Address: Jameson Real Estate

Are there any original covenants, conditions, or deed restrictions concerning this property in the type of improvements, set backs, area, or height requirements? Yes (If yes, attach explanation) No

Are there any contracts or agreements of any nature in existence with regard to the sale or disposal of this property that are contingent upon the decision made pursuant to this application? Yes (If yes, attach explanation) No

The present owner acquired legal title to these premises on: July 24, 1996

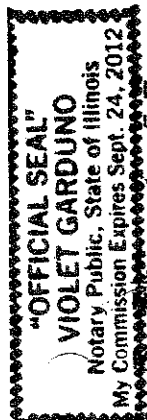
Case Information

The Applicant seeks a special-use permit to: Open a child care center

The subject property is located in the R7 Zone District.

The subject property is presently used as: vacant / Veterans Center

Certification



I hereby depose and say that all the above statements, as well as any statements contained in the papers submitted in support of this application submitted herewith, are true.

Sworn to me this 20 day of June, 20 11.

Violet Garduno
Notary Public

JoAnn P. Gantar
Applicant

My commission expires: 9-24-12

Notice: This application must be completed fully and legibly, and accompanied by all required submittals, as listed on the reverse side of this application. Only persons having a proprietary interest in the subject property may file an application. The application fee is due at time of application, and is not refundable.

155 Oak V.K. 9/17/96 20 ✓



ALTA Owner's Policy
(10-17-92)

POLICY OF TITLE INSURANCE



Policy No. OP 5433319

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark A. Amerson* SECRETARY

COUNTERSIGNED BY *Janet Woodruff*

FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA OWNER'S POLICY
SCHEDULE A

File No.: CC96791
Policy No.: OP5433319

AMOUNT OF INSURANCE
\$325,000.00

DATE OF POLICY
July 24, 1996

NAME OF INSURED:

155 OAK PARK L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

1. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

2. Title to the estate or interest in the land is vested in:

155 OAK PARK L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

3. The land referred to in this policy is described as follows:

LOT 7 IN BLOCK 1 IN HIATT'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA OWNER'S POLICY
SCHEDULE B**

File No.: CC96791
Policy No.: OP5433319

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason:

A. STANDARD EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- (2) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORD.
- (3) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- (4) ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES, OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

B. SPECIAL EXCEPTIONS:

1. GENERAL TAXES FOR THE YEAR(S) 1995 2ND INSTALLMENT, 1996 AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.

TAX NO.: 16-07-306-017

VOL. NO.: 141

2. MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT DATED JULY 19, 1996 AND RECORDED JULY 24, 1996 AS DOCUMENT NUMBER 96567505 MADE BY 155 OAK PARK L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY TO METROPOLITAN RENTAL CORP., AN ILLINOIS CORPORATION TO SECURE A NOTE FOR \$340,000.00.

3. EXISTING UNRECORDED LEASES WITH RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.

4. INFORMATION AND DISCLOSURES IN ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY RECORDED APRIL 25, 1990 AS DOCUMENT 90189158.

5. ENCROACHMENT OF BUILDING .03 FEET EAST AS SHOWN ON SURVEY DONE BY MIDAMERICA SURVEY COMPANY DATED AUGUST 18, 1995 AND KNOWN AS SURVEY 104337.

6. COLLATERAL ASSIGNMENT OF LEASES AND RENTS MADE BY 155 OAK PARK L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, TO METROPOLITAN RENTAL CORP., AN ILLINOIS CORPORATION, RECORDED JULY 24, 1996 AS DOCUMENT 96567506.

END OF SCHEDULE B

**ENDORSEMENT
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY**

Attached to Policy No. CC96791

DIMINUTION OF THE VALUE ENDORSEMENT

The Company hereby insures the insured against any loss or damage which the insured shall sustain by reason of the diminution of the value of the security shown in Schedule A as a result of the encroachment shown at exception 5 in Schedule B.

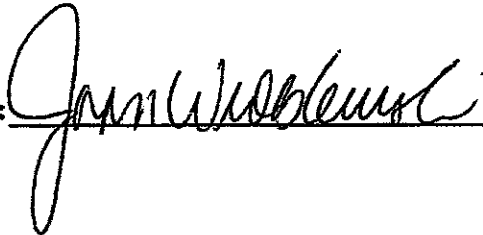
The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

Dated: July 24, 1996

By: _____



**ENDORSEMENT
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY**

**Attached to File No. CC96791
Policy No. OP5433319**

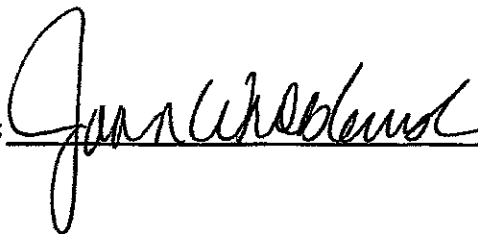
THE STANDARD EXCEPTIONS A1 THROUGH A5 ARE HEREBY DELETED.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

Dated: July 24, 1996

By:



Responses to Special Use Standards: Section 2.2.3 (D) of the Zoning ordinance of
the Village of Oak Park

- 1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience and will contribute to the general welfare of the neighborhood or community;**

The Oak Leaf Academy is a premier preschool, which will provide education and care for children in a full day setting, for children ages 6 weeks to 6 years. According to our research, most quality programs have a wait list for enrollment. Our schools location will bring consumers to downtown Oak Park and promote the use of local businesses such as restaurants, retail and entertainment. This location is ideal for a daycare center, due to its proximity to public transportation (The Green Line and Metra) and because of its proximity to public parks, The Oak Park Library, Oak Park Fire Station and other community facilities.

- 2. The proposed building or use will not have substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare;**

The Oak Leaf Academy will not have an adverse effect upon adjacent properties immediately to the north, Georges Family restaurant. The Restaurant will benefit from the increased amount of families visiting the block. Properties located to the south will feel no competition. The proposed building has 6 parking spots located in the rear of the building, to be used by families at drop off and pick up. We project to have 5 classrooms in our school, there are 6 spots leased. Families will access the alley leading to pick up and drop off spots using South Boulevard, and Pleasant Street. The hours of operation will be 7:30am- 6:00pm Monday-Friday. Parents will come at different intervals to drop off and pick up children from the center. Inquiries with John Cloak at the Oak Park Public works office have been made regarding loading zone permits, in front of building at 149-155 S. Oak Park Ave and a traffic study will be conducted and brought to a public works engineer to analyze data if deemed necessary by the Village of Oak Park. Building inspections will be made and repairs done as part of lease agreement. All repairs made will be in the Village of Oak Park and State code regulations.

- 3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of the neighboring property in accordance with the applicable district regulations;**

Property 149-155 South Oak Park Avenue is located in Residential District R-7. Oak Leaf Academy is a day care center in which a Special Use Permit is required to attain for the uses allowed in this Zone District. R-7 is a Multiple-Family District in which duly licensed Day-Care Centers shall be permitted as special uses according to the district regulations. Oak Leaf Academy has been working with WDN Architecture, to secure a plan that is in accordance with the Oak Park and State regulations. A floor plan is attached in the plan. We are confident that our business will not hinder the neighboring properties/businesses, but rather increase the use of the local businesses. In our plans we will be making improvements to the external façade by replacing corroded metal panels with windows and awnings. Attached is the proposal of the awning and new front area.

- 4. The proposed building or use complies with the more specific standards and criteria established for the particular building or use in question by Sections 2.2.7 (Planned Development Procedures) and 4.5 (Special Uses) of this Zoning Ordinance;**

Planned Development Procedures are not applicable to our proposed special use.

Chapter 4.5H States “**Day-Care Centers-** Duly licensed Day-care Centers in the R-7 or more-restrictive district shall be permitted as special uses.” We have begun licensing procedures through the State of Illinois through the Department of Child and Family Services. We had a courtesy visit with our DCFS licensing rep, Miss Margo Cralle, on June 15th, 2011 to begin our licensing process.

- 5. The proposed building or use has been considered in relation to the goals and objectives of the Comprehensive Plan or the Village of Oak Park;**

COMPREHENSIVE PLAN

Housing: Non-Applicable

Transportation and Parking

Objective A: To maintain the residential nature of neighborhoods while allowing for the safe flow of traffic within Oak Park.

The property at 149-155 South Oak Park Avenue has 6 parking spots in the rear of the building accessible by Pleasant Street and South Boulevard. Caregivers will be asked to drop off and pick up their children using the rear entrance of the building through the alley so as to eliminate traffic build up on Oak Park Avenue. The hours of operation for the center will be 7:30am- 6:00pm Monday-Friday. Parents will come at different intervals throughout the day to drop off and pick up children from the center. Inquiries with John Cloak at the Oak Park Public works office have been made regarding loading zone permits, in front of the building at 149-155 S. Oak Park Avenue as well to allow additional access to parents for drop off and pick up. If there is a question of traffic flow a traffic study will be conducted by a transportation specialist if requested by the village.

Objective B: To provide adequate parking for residents, shoppers, employees, commuters and visitors, including persons with disabilities.

The Leasing agreement includes 6 parking spots in the rear of the building. According to the Oak Park Zoning Ordinance, day-care centers are required to have one parking spot per classroom and Oak Leaf Academy will only have a capacity for 5 classrooms. Employees of Oak Leaf Academy will be strongly encouraged to take public transportation, such as the green line, metra rail or buses located within blocks of the facility or will receive a stipend for parking in public lots also located nearby. Parents and caregivers of children attending the center will not be parking in nearby metered spots for longer than allotted time due to the fact that they will be commuting to work or school for the remainder of the day.

Objective C: Enhance public transportation opportunities for all residents, including those with limited mobility, and encourage more use of public transportation and neighborhoods while allowing for less dependence on automobiles.

The property at 149-155 South Oak Park is located within blocks of the green line and metra rail; parents are caregivers may feel inclined to take these modes of public transit to employment in the Chicago land areas if their children's day-care center is near these facilities. Families could then drop their children off at Oak Leaf Academy and take public transportation to work due to the convenience of the location.

Objective D: To use Oak Park's excellent mass transportation facilities as an economic development tool.

Non-Applicable

Public Facilities and Services: Non-Applicable

Economic Development

Objective A: To maximize the potential for establishing tax-generating commercial and residential development and redevelopment.

Oak Leaf Academy is a for-profit Limited Liability Corporation. Property at 149-155 South Oak Park Avenue is a leased space and in leasing agreement owner pays property tax with tenant contributing to increases per year as part of a gross modified lease.

Objective B: To stimulate increased private investment in Oak Park.

Oak Leaf Academy is a privately owned and run facility.

Objective C: To encourage existing businesses to remain and expand, and to attract new businesses that improve the mix of retail and service establishments.

Oak Leaf Academy plans to lease a property on South Oak Park Avenue that has been vacant for a while. Filling this spot will encourage other retail and service establishments to also want to occupy property in the area that has also been vacant. A high-quality preschool in the area will provide higher standards in early childhood education and bring positive attributes to the community. These high standards of care will make the village of Oak Park a more desirable place to live and raise children as well as establish a neighboring business. Existing businesses in the area will increase revenue with the increase in families visiting the area. At capacity, Oak Leaf Academy could enroll 83 children and families, therefore increasing the foot traffic and visitation of the area and businesses by that large amount.

Objective D: To attract a larger proportion of retail purchases from within Oak Park's market area

At capacity Oak Leaf Academy will need to hire a minimum of 14 employees. This allows a source of employment to residents of Oak Park. This will increase local employment opportunities and may also encourage recent graduates of local universities who may become employed to live in Oak Park as well.

Citizen Participation

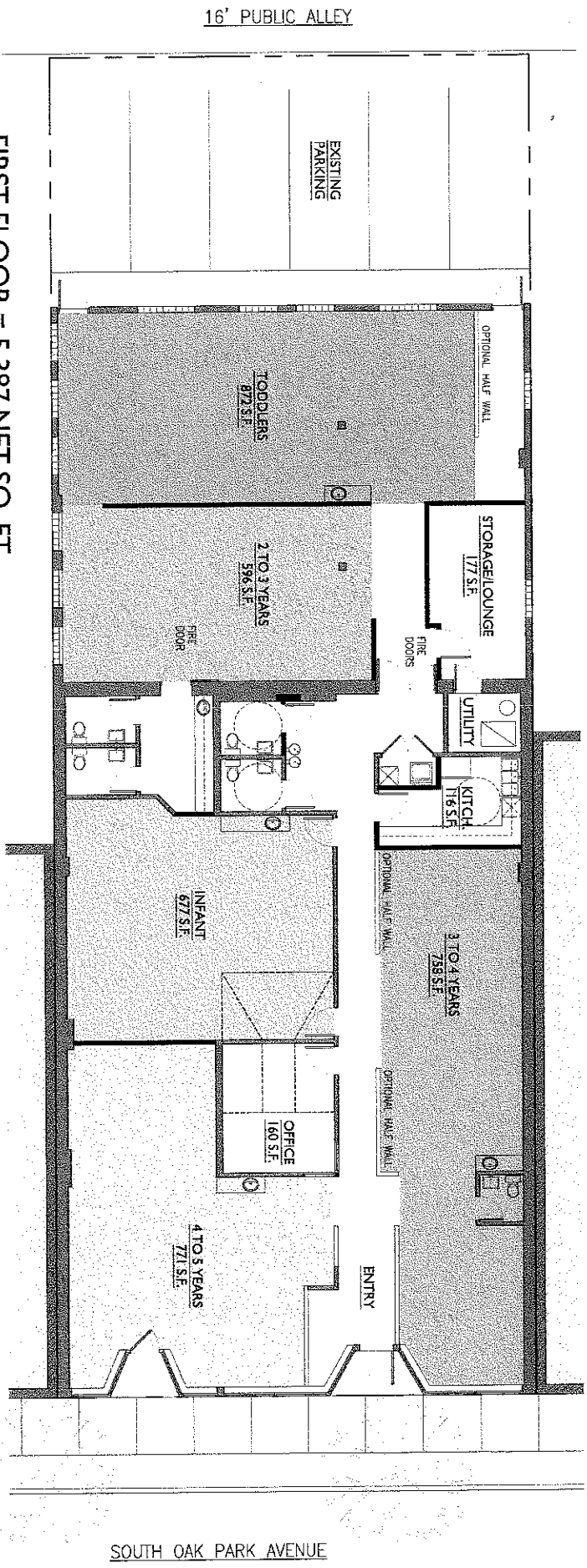
Goal: To maintain a high and representative level of citizen involvement in village affairs.

Objective: To maximize opportunities for citizen involvement in the decision-making process.

The owners of Oak Leaf Academy plan to become involved in various advisory boards once business is established in Oak Park.

- 6. There shall be a reasonable assurance that the proposed buildings or use will be completed and maintained in a timely manner, if authorized.**

The leasing agreement with the owner of 149-155 South Oak Park Avenue is contingent upon receiving the Special-Use Permit. Once lease is signed, construction will immediately begin on property to meet the Department of Child and Family Services licensing standards and the Oak Park Village codes.



FIRST FLOOR = 5,387 NET SQ. FT.

OAK LEAF ACADEMY

149-151 SOUTH OAK PARK AVENUE, OAK PARK, IL

PROPOSED FIRST FLOOR PLAN

SCALE: 1/32" = 1'-0"
 DATE: JUNE 9, 2011



1218 E. Central Road
Arlington Heights, IL 60005
Phone: 708-392-7600
Fax: 708-392-7719



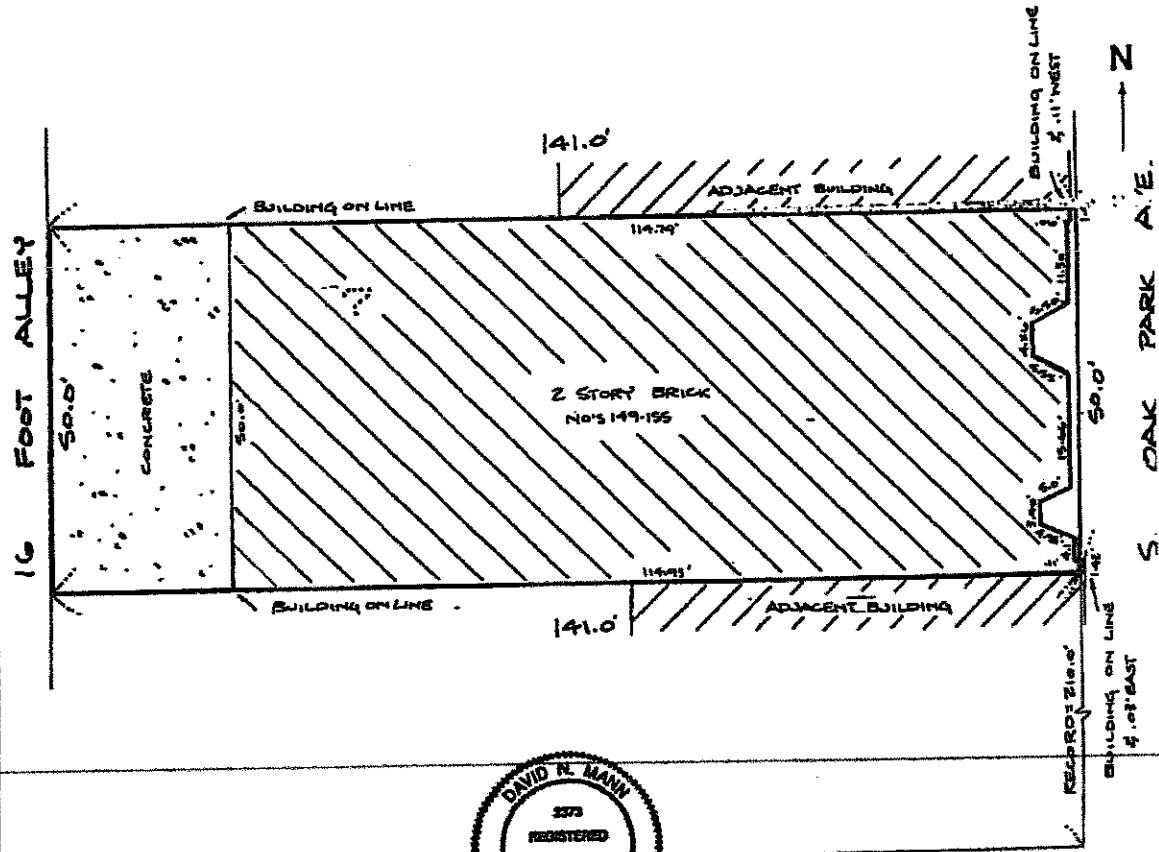
218 N. County Street
Waukegan, IL 60085
Phone: 708-336-2473
Fax: 708-336-2119

PLAT OF SURVEY

9800 S. Roberts Road
Palos Hills, IL 60485
Phone: 708-430-4077
Fax: 708-598-0686

480 S. County Farm Road
Wheaton, IL 60187
Phone: 708-690-3733
Fax: 708-690-3735

LOT 7 IN BLOCK 1 IN HIATT'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PLEASANT ST.

STATE OF ILLINOIS § 5
COUNTY OF LAKE

On behalf of MID AMERICA SURVEY COMPANY, I hereby certify that the building(s) on property shown are within the property lines as monumented and that the adjoining improvements do not encroach unless shown. Dated AUG 18 1995

All distances shown are in feet & decimal parts thereof. No angles or distances are to be determined by scaling.

Scale 1" = 20'

Job No. 104332
Address 149-155 S. OAK PARK AVE.

PIN 16-07-30-017
Township OAK PARK
Ordered By FIRSTAR BANK OF ILLINOIS

By [Signature]
MID AMERICA SURVEY COMPANY
Registered Illinois Land Surveyor

Compare your description and site markings with this plat and at once report any discrepancies which you may find

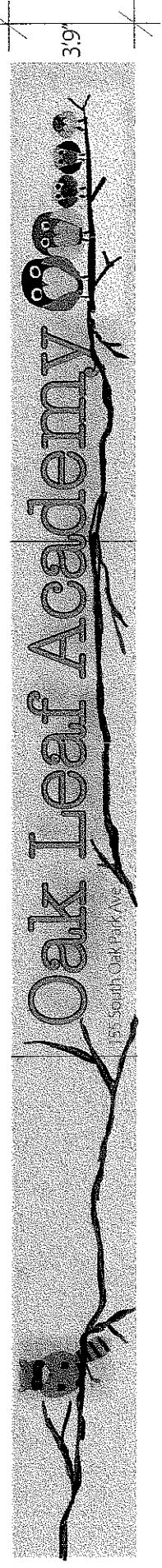
NOTES:
This plat has been made for use in a mortgage loan transaction and is not to be used for construction. Unless otherwise noted, lot dimensions shown are record or deed dimensions.

COPYRIGHT 1995 MID AMERICA SURVEY COMPANY



Front Facade elevation view

Aluminum .060 with bend back returns with mounting clips, flush mounted, standing 2 seams, far left panel obtainable at later date. Existing facade background for mounting to be repaired before install of sign. Non-illuminated. Roland inkjet print and vinyl copy UV protected adhesive backing.



13'0"

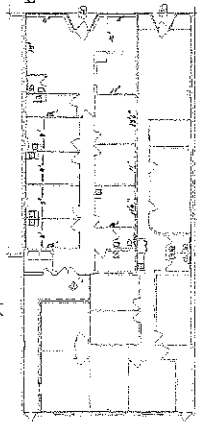
32'0"

45'0"

3'9"

see view w/dips

building top view



SIGN TYPE: Aluminum facade panel w/graphics
LOCATION: 155 S Oak Park Ave, Oak park II
JOB NO.

THESE DRAWINGS ARE THE PROPERTY OF THE HOLLAND DESIGN GROUP, INC. AND ANY USE OR DUPLICATION OF THE DESIGNS OR ARTWORK ARE SUBJECT TO THE REGULATION OF THE BOARD OF ARCHITECTURE, THE HOLLAND DESIGN GROUP, INC.

Alice Hoffmann
 13123411055 Tel
 hoffmann@earthlink.net

DATE: 6/3/11
 DRAWN BY: h



1090 BROWN STREET
 WILCOXIA, WISCONSIN 54981-1104
 PHONE 947-526-8848
 FAX 947-526-8948
 e-mail: ahdg@hollanddesign.com
 www.hollanddesign.com

J.T. and Allison Terry
909 Lathrop Avenue
Forest Park, IL 60130
June 17, 2011

Village of Oak Park
Special Zoning
123 Madison Street
Oak Park, IL 60302

To Whom It May Concern:

We are writing to share our excitement for the proposed childcare facility, Oak Leaf Academy, opening in Oak Park. We are counting the days until our daughter, 2 year old Charlotte, can be enrolled. We feel that Melissa Lumkes and JoAnn Gantar bring a wonderful service to the many working parents in the Oak Park area. They are both such wonderful and caring individuals, and their vision of an educational-based childcare facility meets all the expectations we have for the care of our daughter. We both work in Oak Park and have struggled to find the level of childcare we hoped for Charlotte. We have spoken to many friends and colleagues who feel that the area provides limited facilities, and Oak Leaf Academy will be a welcomed addition to the Village of Oak Park. We plan on enrolling Charlotte the day the door opens. Thank you for the support of this proposed business.

Sincerely,

J.T. and Allison Terry

**AFFIDAVIT OF NOTICE
FOR ADJACENT PROPERTY OWNERS**

The undersigned applicant, on oath states that the undersigned provided the Village of Oak Park, in writing, the list of owners and mailing labels of all property within 500 feet, excluding rights-of-way, in each direction of the property to which his petition relates; that documentation from a reputable title company indicating the identity of all such owners required to receive notice has been submitted; that such list was provided in sufficient time for the Village to provide notice no less than fifteen (15) days prior to such hearing; and that the owners so notified, are those shown on the last available tax records of the county. *(Please attach a list of the notified property owners)*

Melissa E. Lumkes, JoAnn P. Gantar
(Printed Name of Applicant)

Melissa E. Lumkes, JoAnn P. Gantar
(Signature of Applicant)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

_____ DAY OF _____

(Notary Public)



PROPERTY INSIGHT

S=9665476

SPECIAL SEARCH REQUEST FORM

SEARCH FULFILLMENT CONTACTS		
SEARCH STATE - COUNTY	FAX	
IL - Cook	312-225-3426	carolyn.sarno@prospectinsight.biz
IL - Lake, Will, DuPage, DeKalb, Kendall, McHenry	630-528-0536	courtney.young@prospectinsight.biz
IN - Porter, Lake, LaPorte	630-528-0536	courtney.young@prospectinsight.biz

PROPERTY INSIGHT, LLC
400 S. JEFFERSON ST.
CHICAGO, IL 60607
SPECIAL SEARCH DEPARTMENT
CR#: 00099-00101

Request Date: 6/8/2011 Requested By: JoAnn P. Gantar
 Company: Oak Leaf Academy, LLC Customer Reference No.: _____
 Fax Number: _____ Phone Number: 773-251-7829
 Email Address: jpgantar@yahoo.com Contact Preference: Fax Email

Search Request Parameters
 Property Owner's Name(s): Lease Agent - Jameson Real Estate, Adam Napp 312-335-3218
 Address to be Searched: 149-155 South Oak Park Avenue, Oak Park IL 60302
 PIN - Tax ID - Parcel #: _____
 Type of Property: Commercial
 County: COOK
 Legal Description: Retail/office Building 5,781 SF zoned B-1/B-2 General Business

Type of Search Requested: (check only one)

<input type="checkbox"/> Tract Index Last Grantee, Unreleased Mortgages, Mechanic Lien Claims, Agreements for Deed and Notice of Proceedings	<input type="checkbox"/> Last Deed of Conveyance and Legal Description	<input type="checkbox"/> Deed of Conveyance Only Past _____ Years
<input type="checkbox"/> Judgment Judgment Liens and Federal and State tax liens	<input type="checkbox"/> Full Posting Disclosure Past _____ Years	<input type="checkbox"/> Grantor/Guarantee since _____
<input type="checkbox"/> Real Estate Tax	<input type="checkbox"/> Special Assessment	<input checked="" type="checkbox"/> Zoning <u>500</u> Feet
<input type="checkbox"/> Other (Specify Below)	<input type="checkbox"/> Computer Printout since _____	

Special Instructions: 500 feet zoning search request, also a signed letter saying you have faithfully searched and disclosed all the owners within 500 feet of address to be searched.
Mailing labels with all the addresses. Thank you.

WARRANTY EXCLUSIONS, DISCLAIMERS, LIMITATION OF LIABILITY STATEMENT

(a) Warranty Exclusion and Limitation of Damages. NEITHER PROPERTY INSIGHT NOR ITS PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE ACCURACY OR COMPLETENESS OF THE TITLE RECORDS MADE AVAILABLE TO CUSTOMER, WHETHER IN TANGIBLE FORM OR VIA AN ON-LINE SYSTEM OR CONCERNING ANY PRODUCT. Customer agrees that in no event shall Property Insight (and, if applicable, its Providers) be liable for any lost profits or for any special, consequential or exemplary damages, even if Property Insight has been advised of the possibility of such damages.

(b) Disclaimer of Liabilities. Property Insight and Customer agree that Property Insight (and its Providers) assumes no liability and shall not be held liable to Customer, or to Customer's customers or insureds, or to any other person to whom Customer may furnish any title policy, binder, guarantee, endorsement or other title assurance, or any report or title information, by reason of any error or omission or assertion of error or omission in any information (including any Title Records obtained from a Property Insight facility or via an on-line system and furnished to Customer by Property Insight) or resulting from the use of any Service or derivative.

(c) This search is not a Title Insurance Policy, Guarantee or Opinion of Title and should not be relied upon as such.

(d) Property Insight does not analyze instruments for legal sufficiency. Instruments are posted to the tract or name indices and reported by searchers based on the characterizations of the instrument by its preparer.

(e) All Search products are uninsured and offer no liability coverage or errors and omissions coverage.

----- ACKNOWLEDGMENT -----
 BY SIGNATURE BELOW I ACKNOWLEDGE AND ACCEPT THE ABOVE "WARRANTY EXCLUSIONS, DISCLAIMERS, AND LIMITATION OF LIABILITY" STATEMENTS. ALL INVOICES ARE DUE WITHIN 30 DAYS OF RECEIPT. A 10% LATE FEE SHALL BE ADDED TO INVOICES NOT PAID WITHIN SIXTY (60) DAYS. SEARCH REQUESTS SHALL NOT BE PROCESSED IF FEES FOR PREVIOUS SEARCH PRODUCTS ARE UNPAID AND DELINQUENT.

By (Signature): JoAnn P. Gantar Date: 6/8/2011 Check#: 1

@675.92



PROPERTY INSIGHT, LLC.

A California Limited Liability Company

400 S JEFFERSON, CHICAGO, IL 60607

(312) 223-2582

AUTHENTIC TAX RECORDS SEARCH

OAK LEAF ACADEMY, L.L.C.
308 SOUTH KENILWORTH AVENUE
OAK PARK, ILLINOIS 60302
JOANN P. GANTAR

Order No.: 1404 S9665476 SS
Cover Date: 04/21/11
Ref: RE: 149-155 SOUTH OAK PARK AVENUE

In accord with the application, a search of the authentic computerized records of COOK County, Illinois, as of the above cover date, pertaining to all property within 500 feet, in every direction of the location of the property in question assigned permanent tax number(s) (P.I.N.S.):
(SEE ATTACHED)

by the appropriate office of COOK County, Illinois, and reflected on the official tax maps, as most currently revised, excluding all public roads, streets, alleys and other public ways and find the following names and addresses of the assesseees as appear from said records:

SEE ATTACHED LIST plus map

ENCLOSURES PAGES;

The information provided in this search is required, in part by 65 ILCS 5/11-13-7.

238
@10

PROPERTY INSIGHT

By: CRP

SEE ATTACHED FOR TERMS AND CONDITIONS OF SEARCH

This is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such.

Property Insight - Order Transmittal

Date Received	6/10/2011
Date Completed	6/10/2011
P.I. Order Number	S9665476
Ordered By	
CRN	00099-00101
Company	PROPERTY INSIGHT
Address	
City	
State/Province	IL
Zip/Postal Code	
Email Address	jpgantar@yahoo.com
Fax Number	

Order Information

Customer Reference	149-155 SOUTH OAK PARK AVENUE
Property County	Cook
Property Description	149-155 SOUTH OAK PARK AVENUE, OAK PARK

Description	MEAS	Qty	Unit Price	Total Price
DISCLOSES NAMES & ADDRESSES OF TAX ASSESSEES OF RECORD FOR PROPERTIES ADJOINING OR FALLING WITHIN SPECIFIC RADIUS OF SUBJECT PROPERTY BASED ON CUSTOMER REQUEST	HOUR	2	\$100.00	\$200.00

Grand Total: \$200.00

***THIS IS NOT AN INVOICE. DO NOT PAY. THE UNIT PRICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. YOU WILL RECEIVE AN INVOICE SUMMARY MONTHLY.**

We appreciate your business

PAID

CK. NO. 1
 DATE 6-10-2011

16-07-128-018-0000
WILFRED JACOBSON
4240 DEMPSTER ST
SKOKIE, IL 60076

16-07-128-023-0000
JAMES T WILLIAMS
111 N KENILWORTH AVE
OAK PARK, IL 60301

16-07-128-024-0000
DONALD E JURKOWSKI
109 N KENILWORTH AVE
OAK PARK, IL 60301

16-07-128-025-0000
DONALD E JURKOWSKI
109 N KENILWORTH AVE
OAK PARK, IL 60301

16-07-128-035-0000
LEE REDMOND
105 N KENILWORTH
OAK PARK, IL 60301

16-07-128-036-0000
JAMES M SOLNES
1583 CAMPBELL AVE
DES PLAINES, IL 60016

16-07-129-009-0000
K MULLENBACH
2608 CRYSTAL SPRG AVE
ROANOKE, VA 24014

16-07-129-010-0000
RICKN PAVIA
300 N LAGRANGE ROAD
LAGRANGE PRK, IL 60526

16-07-129-017-0000
EXEMPT

16-07-129-018-0000
RP FOX ASSOCIATES
1110 PLEASANT ST
OAK PARK, IL 60302

16-07-129-019-0000
DENNIS R ANKRUM
828 NORTH BLVD
OAK PARK, IL 60301

16-07-129-020-0000
US BANK CORP RE
2800 E LAKE ST
MINNWPOLIA, MN 55406

16-07-129-021-0000
DAVID HEINZ
316 PARKER HILL RD
SPRINGFIELD, VT 5156

16-07-129-025-0000
VALERIE R CARLIN
19W034 AVE NORMANDY E
OAK BROOK, IL 60523

16-07-129-027-0000
JOHN D TOOMEY
818 NORTH BLVD
OAK PARK, IL 60301

16-07-129-028-0000
PAM STRINGER
1010 S MAPLE ST
OAK PARK, IL 60304

16-07-129-030-0000
EXEMPT

16-07-129-033-0000
KENILWORTH TOWERS
664 N MILWAUKEE AV 200
PROSPECT HTS, IL 60070

16-07-129-036-1001
101 N OAK PARK LLC
101 N OAK PARK AV
OAK PARK, IL 60301

16-07-129-036-1002
NORAS SHOE SHOP
103 N OAK PARK AVE
OAK PARK, IL 60301

16-07-129-036-1003
THE LOU FABBRI GROUP
806-12 NORTH BLVD
OAK PARK, IL 60301

16-07-129-036-1004
101 N OAK PARK LLC
101 N OAK PARK
OAK PARK, IL 60301

16-07-129-036-1005
LOU FABBRI GROUP
3 S 002 IL ROUTE 53
GLEN ELLYN, IL 60137

16-07-129-036-1006
LOYU FABBRI GROUP
3 S 002 IL ROUTE 53
GLEN ELLYN, IL 60137

16-07-129-036-1007
PROFESSIONAL SERV PROP
534 DANBURY DRIVE
OSWEGO, IL 60543

16-07-129-036-1008
LOU FABBRI GROUP
3 S 002 IL ROUTE 53
GLEN ELLYN, IL 60137

16-07-129-036-1009
MICHAEL WARD
812 NORTH BLVD #201
OAK PARK, IL 60301

16-07-129-036-1010
EVAN AMY MCKERNS
812 NORTH BLVD #202
OAK PARK, IL 60301

16-07-129-036-1011
C SANDERS NIELSEN
806 NORTH BLVD #201
OAK PARK, IL 60301

16-07-129-036-1012
CHRISTIAN LAUREN DAWES
806 NORTH BLVD #202
OAK PARK, IL 60301

16-07-129-036-1013
WILLIAM PULKRABEK
806 NORTH BLVD #301
OAK PARK, IL 60301

16-07-129-036-1014
JAN OBRYK
812 NORTH BLVD #302
OAK PARK, IL 60301

16-07-129-036-1015
JACLYN PULKRABEK
806 NORTH BLVD #301
OAK PARK, IL 60301

16-07-129-036-1016
CATHERINE AMATO
806 NORTH BLVD #302
OAK PARK, IL 60301

16-07-224-023-0000
VILLAGE OF OAK PARK
123 MADISON ST
OAK PARK, IL 60302

16-07-224-024-0000
US BANK FACILITY MGMT
2800 EAST LAKE ST
MINNEAPOLIS, MN 55406

16-07-224-025-0000
VILLAGE OF OAK PARK
123 MADISON ST
OAK PARK, IL 60302

16-07-224-026-1001
JITEN PATEL
101 N EUCLID #1
OAK PARK, IL 60301

16-07-224-026-1002
HELEN BLINDER FRANK
101 N EUCLID #3
OAK PARK, IL 60301

16-07-224-026-1003
CURTIS MARY HUSTAD
101 N EUCLID AV #5
OAK PARK, IL 60301

16-07-224-026-1004
THOMAS NEMCHOCK
101 N EUCLID AVE #7
OAK PARK, IL 60301

16-07-224-026-1005
JASON L EDGEcombe
101 N EUCLID AV #9
OAK PARK, IL 60301

16-07-224-026-1006
A GIL M SIMZYK
546 S FERN AVENUE
ELMHURST, IL 60126

16-07-224-026-1007
BYRON W JOHNSON
101 N EUCLID AV #12
OAK PARK, IL 60301

16-07-224-026-1008
JARED KLEIN
101 N EUCLID
OAK PARK, IL 60301

16-07-224-026-1009
J LEE H J YOON
101 N EUCLID AVE
OAK PK, IL 60301

16-07-224-026-1010
A NOORANI H MUSABJI
101 N EUCLID AV #15
OAK PARK, IL 60301

16-07-224-026-1011
DONNA BAPTISTE
101 N EUCLID AV 16
OAK PARK, IL 60301

16-07-224-026-1012
JOSE R DE JESUS
101 N EUCLID AV #17
OAK PARK, IL 60301

16-07-224-026-1013
RENE MEDINA
101 N EUCLID AVE #18
OAK PARK, IL 60301

16-07-224-026-1014
JOHN LAURA BILSON
101 N EUCLID AVE #19
OAK PARK, IL 60301

16-07-224-026-1015
MAUREEN MCGOWAN
101 N EUCLID AV #20
OAK PARK, IL 60301

16-07-224-026-1016
MICHAEL OHALLORAN
101 N EUCLID AVE 21
OAK PARK, IL 60301

16-07-224-026-1017
C SANDQUIST
101 N EUCLID 22
OAK PARK, IL 60301

16-07-224-026-1018
JW BOERSMA D HOLDSTEIN
101 N EUCLID AVE#23
OAK PARK, IL 60301

16-07-224-026-1019
MICHAEL SCHAFFER
101 N EUCLID AVE 2
OAK PARK, IL 60301

16-07-224-026-1020
GREGORY CHOINA
101 N EUCLID AV #4
OAK PARK, IL 60301

16-07-224-026-1021
PLATT HANA NIEBUR
101 N EUCLID AVE #6
OAK PARK, IL 60301

16-07-224-026-1022
MICHELLE PIEL
101 N EUCLID #8
OAK PARK, IL 60301

16-07-224-026-1023
JOHN MONAGHAN
101 N EUCLID #10
OAK PARK, IL 60301

16-07-224-026-1024
JOHN J CRAIG
101 N EUCLID AV #25
OAK PARK, IL 60301

16-07-224-026-1025
LU WANG
101 N EUCLID 27
OAK PARK, IL 60301

16-07-224-026-1026
SHALINI MENON
101 N EUCLID AV #29
OAK PARK, IL 60301

16-07-224-026-1027
MICHELLE B DIAMANTE
101 N EUCLID AVE 31
OAK PARK, IL 60301

16-07-224-026-1028
ANNE BRADLEY
101 N EUCLID #33
OAK PARK, IL 60301

16-07-224-026-1029
JEFFREY C SCWARZ
101 N EUCLID AVE 424
OAK PARK, IL 60301

16-07-224-026-1030
BENJAMIN T MONTEMAYOR
101 N EUCLID AV #26
OAK PARK, IL 60301

16-07-224-026-1031
DONALD ADELI
101 N EUCLID #28
OAK PARK, IL 60301

16-07-224-026-1032
PUNEET ANKUR OPAL
101 N EUCLID AV #30
OAK PARK, IL 60301

16-07-224-026-1033
A HABIS
101 N EUCLID #32
OAK PARK, IL 60301

16-07-224-026-1034
STEVE LENZ
101 N EUCLD #34
OAK PARK, IL 60301

16-07-225-093-0000
EXEMPT

16-07-304-008-0000
US BANK FACILITY MGMT
2800 EAST LAKE ST
MINNEAPOLIS, MN 55406

16-07-304-019-0000
ROBERTA L LARSON TRST
141 S SCOVILLE AVE
OAK PARK, IL 60302

16-07-304-022-0000
FRIEDA FREUDMAN
1134 KEYSTONE AVE
RIVER FOREST, IL 60305

16-07-304-028-0000
CURTIS L CRUVER
137 N OAK PARK STE 320
OAK PARK, IL 60301

16-07-304-029-0000
CURTIS L CRUVER
137 N OAK PARK STE 320
OAK PARK, IL 60301

16-07-304-031-1001
ANITA LENELL 1
135 S KENILWORTH
OAK PARK, IL 60302

16-07-304-031-1002
DALE SCOTT DOWSE
135 S KENILWORTH 2
OAK PARK, IL 60302

16-07-304-031-1003
JAMES C SPENCER
3700 N WILTON AVE #3
CHICAGO, IL 60613

16-07-304-031-1004
MISS GLADYS LUX
135 SO KENILWORTH #4
OAK PARK, IL 60302

16-07-304-031-1005
HENRY HULSEBERG
135 S KENILWORTH 5
OAK PARK, IL 60302

16-07-304-031-1006
DENISE JONES
135 S KENILWORTH 6
OAK PARK, IL 60302

16-07-304-031-1007
ARTHUR L LICHT
135 S KENILWORTH #7
OAK PARK, IL 60302

16-07-304-031-1008
MICHAEL DUGGAN
135 S KENILWORTH #8
OAK PARK, IL 60302

16-07-304-031-1009
DAVID SHACK
7326 W LAKE ST 3W
RIVER FOREST, IL 0

16-07-304-031-1010
JEFFREY R GARRICK
135 S KENILWORTH AV 10
OAK PARK, IL 60302

16-07-304-031-1011
JANICE M DAVIDSON
135 S KENILWORTH #11
OAK PARK, IL 60302

16-07-304-031-1012
JAN GUZI
135 S KENILWORTH AV 12
OAK PARK, IL 60302

16-07-304-032-0000
KENILWORTH TOWERS ASSC
907 SOUTH BLVD #2
OAK PARK, IL 60302

16-07-304-033-0000
SERGIO RODRIGUEZ
907 S BLVD
OAK PK, IL 60302

16-07-304-034-0000
DOUGLAS E WING
907 SOUTH BLVD #2
OAK PARK, IL 60302

16-07-304-035-0000
KATHRYN J STEWART
907 SOUTH BLVD #3
OAK PARK, IL 60302

16-07-304-036-0000
VANESSA JACKSON
907 SOUTH BLVD 4
OAK PARK, IL 60302

16-07-304-037-0000
KATHLEEN A HEARLSTON
907 SOUTH BLVD UNIT 5
OAK PARK, IL 60302

16-07-304-038-0000
KENILWORTH TOWERS ASSC
907 SOUTH BLVD #2
OAK PARK, IL 60302

16-07-305-001-0000
BYEONG OK CHEON
100 S KENILWORTH AV
OAK PARK, IL 60302

16-07-305-002-0000
FOX PARTNERS L P
1110 PLEASANT
OAK PARK, IL 60302

16-07-305-003-0000
LINDA SMALL
110 S KENILWORTH AVE
OAK PARK, IL 60302

16-07-305-004-0000
JOHN J OLIVET
PO BOX 128
OAK PARK, IL 60303

16-07-305-005-0000
GENE REISINGER
118 S KENILWORTH AV
OAK PARK, IL 60302

16-07-305-006-0000
URBAN STEVEN SCOTT
122 S KENILWORTH
OAK PARK, IL 60302

16-07-305-007-0000
KRISTEN BARNEY
126 S KINILWORTH
OAK PARK, IL 60302

16-07-305-008-0000
STEPHEN J KELLY
130 S KENILWORTH
OAK PARK, IL 60302

16-07-305-009-0000
CHARLES ELIZ STRAND
714 BONNIE BRAE
RIVER FOREST, IL 60305

16-07-305-010-0000
JONATHAN GROLL
138 S KENILWORTH
OAK PARK, IL 60302

16-07-305-011-0000
MARCELO E HALPERN
142 S KENILWORTH AV
OAK PARK, IL 60302

16-07-305-012-0000
EXEMPT

16-07-305-014-0000
NOEL J SCHENK
113 S GROVE
OAK PARK, IL 60302

16-07-305-015-0000
KATHRYN LUCHT
115 S GROVE
OAK PARK, IL 60302

16-07-305-016-0000
NORMAN HILL
117 S GROVE AVE
OAK PARK, IL 60302

16-07-305-017-0000
BRIAN KOSEK
121 S GROVE
OAK PARK, IL 60302

16-07-305-018-0000
ROBERT VOGT
123 S GROVE
OAK PARK, IL 60302

16-07-305-019-0000
KAREN F BROWNE
129 S GROVE AV
OAK PARK, IL 60302

16-07-305-020-0000
CLARK JOINER
133 S GROVE AV
OAK PARK, IL 60302

16-07-305-021-0000
SCOTT W BURT
137 S GORVE AVE
OAK PARK, IL 60302

16-07-305-022-0000
MR MRS AMSTUTZ
139 S GROVE
OAK PARK, IL 60302

16-07-305-023-1001
INC GONE 2 PLAYA
109-11 S. GROVE
OAK PARK, IL 60302

16-07-305-023-1002
JENNIFER L RUBIN
109-2N S GROVE AVE
OAK PK, IL 60304

16-07-305-023-1003
W G MERRILL
111 S GROVE #1S
OAK PARK, IL 60302

16-07-305-023-1004
LIZBETH J LEMKE
111 S GROVE 2
OAK PARK, IL 60302

16-07-305-023-1005
INC GONE 2 PLAYA
109-11 S. GROVE
OAK PARK, IL 60302

16-07-306-001-0000
MR MRS J KOZLOWSKI
102 S GROVE
OAK PARK, IL 60302

16-07-306-002-0000
NCS MGMT CO
P O BOX 5516
RIVER FOREST, IL 60305

16-07-306-003-0000
MARIA C ABREGO
106 S GROVE
OAK PARK, IL 60302

16-07-306-004-0000
JAYNE ELLEN ERTEL
110 S GROVE AV 2
OAK PARK, IL 60302

16-07-306-005-0000
PATRICIA CAWLEY
114 S GROVE AV
OAK PARK, IL 60302

16-07-306-006-0000
PAUL MICHELE MCCARTH
116 S GROVE AVE #B
OAK PARK, IL 60302

16-07-306-007-0000
MOHAMMED JAFFERI
120 S GROVE AV #2
OAK PARK, IL 60302

16-07-306-008-0000
JAMES CAROLYN WALTER
124 S GROVE
OAK PARK, IL 60302

16-07-306-009-0000
MICHAEL C PERRY
136 S EUCLID
OAK PARK, IL 60302

16-07-306-010-0000
SUSAN M ABBATE
132 S GROVE AV
OAK PARK, IL 60302

16-07-306-011-0000
BARBARA WESTERMANN
134 S GROVE AV
OAK PARK, IL 60302

16-07-306-012-0000
PATRICIA MEDO
138 S GROVE AV
OAK PARK, IL 60302

16-07-306-013-0000
JACK W STRAND
140 S GROVE AV
OAK PARK, IL 60302

16-07-306-015-0000
NICK BOUDRAS
228 S CLINTON
OAK PARK, IL 60302

16-07-306-016-0000
WENESDAY JOURNAL BLDG
P O BOX 887
OAK PK, IL 60303

16-07-306-017-0000
RN REALTY LP OAK
225 W ILLINOIS 350
CHICAGO, IL 60654

16-07-306-018-0000
SOAK PARTNERS
41 CHICAGO AVE
OAK PARK, IL 60302

16-07-306-019-0000
AVE BK TR 1408
1446 FRANKLIN AV
RIVER FOREST, IL 60305

16-07-306-020-0000
CTLTC CT99004063
171 N CLARK ST #LL
CHICAGO, IL 60601

16-07-306-021-0000
EXEMPT

16-07-306-022-1001
FOREST PK BK TR#051630
7349 W. MADISON ST
FOREST PARK, IL 60130

16-07-306-022-1002
FOREST PK BK TR#051630
7349 W. MADISON ST
FOREST PARK, IL 60130

16-07-306-022-1003
TIMOTHY SENDEK
116 S GROVE UNIT C
OAK PARK, IL 60302

16-07-306-022-1004
DAVID MARIA SHELEDY
116 S GROVE
OAK PARK, IL 60302

16-07-311-022-0000
OAK PARK RESIDENCE COR
21 SOUTH BLVD
OAK PARK, IL 60302

16-07-311-023-0000
OAK PARK RESIDENCE COR
21 S SOUTH BLVD
OAK PARK, IL 60302

16-07-311-024-0000
ROBERT W GARLAND
215 S KENILWORTH AV
OAK PARK, IL 60302

16-07-311-025-0000
HECTOR ARNAEZ
219 S KENILWORTH
OAK PARK, IL 60302

16-07-311-026-0000
L COON D CORMAN
221 S KENILWORTH
OAK PARK, IL 60302

16-07-311-027-0000
LARRY LESLEY KEELEY
223 S KENILWORTH
OAK PARK, IL 60302

16-07-311-028-0000
PAUL D BENISEK
227 S KENILWORTH
OAK PARK, IL 60302

16-07-311-029-0000
B BAVER M MUNSTERS
229 S KENILWORTH AV
OAK PARK, IL 60302

16-07-312-002-0000
LAURIE ANDERSON
206 S KENILWORTH
OAK PARK, IL 60302

16-07-312-003-0000
PAUL T KREISS
326 N RIDGELAND
OAK PARK, IL 60302

16-07-312-004-0000
WILLIAM OLTMAN
214 S KENILWORTH
OAK PARK, IL 60302

16-07-312-005-0000
CORNELIUS SULLIVAN
554 ASHLAND AVE
RIVER FOREST, IL 60305

16-07-312-006-0000
ELAINE DRAVILLAS
222 S KENILWORTH 1STFL
OAK PARK, IL 60302

16-07-312-013-0000
THOMAS KLINE
209 S GROVE AV
OAK PARK, IL 60302

16-07-312-014-0000
CATHERINE M MASTERS
211 S GROVE AV
OAK PARK, IL 60302

16-07-312-015-0000
PETER E CONOVER
213 S GROVE AV
OAK PARK, IL 60302

16-07-312-016-0000
GARY R PAPKE
215 S GROVE AV
OAK PARK, IL 60302

16-07-312-017-0000
G PRUDENCE M BEACH
219 S GROVE AVE
OAK PARK, IL 60302

16-07-312-024-0000
J NILE WENDORF
223 S GROVE
OAK PARK, IL 60302

16-07-312-026-1001
SHEILIA A FORTENBERRY
845 PLEASANT ST 1E
OAK PARK, IL 60302

16-07-312-026-1002
VIVIAN V TYLER
845 PLEASANT ST 2E
OAK PARK, IL 60302

16-07-312-026-1003
IDA L HELLANDER
845 PLEASANT ST 3E
OAK PARK, IL 60302

16-07-312-026-1004
MAUREEN L POND
845 PLEASANT AV #1W
OAK PARK, IL 60302

16-07-312-026-1005
S M MATICHAK
845 PLEASANT ST 2W
OAK PARK, IL 60302

16-07-312-026-1006
ANN J POST
845 PLEASANT ST 3W
OAK PARK, IL 60302

16-07-312-026-1007
KELLY A WOMERSLEY
853 PLEASANT ST 1E
OAK PARK, IL 60302

16-07-312-026-1008
RAYMONMD P ROGINA
1003 CRESTWOOD CIRCLE
ST CHARLES, IL 60175

16-07-312-026-1009
DAVID NUZZO
853 W PLEASANT ST 3E
OAK PARK, IL 60302

16-07-312-026-1010
MARGARET M REDMOND
853 PLEASANT ST 1W
OAK PARK, IL 60302

16-07-312-026-1011
YVONNE N SMITH
853 PLEASANT ST 2W
OAK PARK, IL 60302

16-07-312-026-1012
TAXPAYER OF
853 W PLEASANT 3W
OAK PARK, IL 60302

16-07-312-026-1013
RITA GIORDANO
200 S KENILWORTH 1N
OAK PARK, IL 60302

16-07-312-026-1014
D WILSON J ECKHOLM
200 S KENILWORTH
OAK PARK, IL 60302

16-07-312-026-1015
M NUTTING
200 S KENILWORTH 3N
OAK PARK, IL 60302

16-07-312-026-1016
KAREN SOPRYCH
200 S KENILWORTH GN
OAK PARK, IL 60302

16-07-312-026-1017
PATRICIA A MERRIMAN
204 S KENILWORTH 1S
OAK PARK, IL 60302

16-07-312-026-1018
RIDDLE CONTE
204 S KENILWORTH #2S
OAK PARK, IL 60302

16-07-312-026-1019
KEVIN BUCKLEY
204 S KENILWORTH #3S
OAK PARK, IL 60302

16-07-312-026-1020
TIMOTHY HASSO
1163 LYMAN
OAK PARK, IL 60304

16-07-313-001-0000
MARK WOODWORTH
200 S GROVE
OAK PK, IL 60302

16-07-313-002-0000
WILLIAM A CASSIN
206 S GROVE AV
OAK PARK, IL 60302

16-07-313-003-0000
OLSZOWKA PAUL
212 S GROVE
OAK PARK, IL 60302

16-07-313-004-0000
J MOY M HAYDEN
216 S GROVE AV
OAK PARK, IL 60302

16-07-313-005-0000
JACK M WEYNA
218 S GROVE
OAK PARK, IL 60302

16-07-313-006-0000
T LOUTFI
222 S GROVE
OAK PARK, IL 60302

16-07-313-015-0000
GUILLERMO R GARCIA
215 S OAK PARK AV
OAK PARK, IL 60302

16-07-313-016-0000
L LENZEY
217 S OAK PARK
OAK PARK, IL 60302

16-07-313-017-0000
ANNA J JACKSON
2230 N MULLIGAN AV
CHICAGO, IL 60639

16-07-313-018-0000
KEEK SANG ENG
223 S OAK PARK AVE
OAK PARK, IL 60302

16-07-313-026-0000
JAAFAR H HUSSEIN
11025 TERRACE LN
HILLSIDE, IL 60162

16-07-400-001-0000
OAK PARK DEVELOPMENT
2980 S RIVER RD
DESPLAINES, IL 60018

16-07-400-002-0000
OAK PARK DEVELOPMENT
2980 S RIVER RD
DESPLAINES, IL 60018

16-07-400-004-0000
RANSOM RANSOM AGENT
711 SOUTH BLVD
OAK PARK, IL 60302

16-07-400-007-0000
OAK PARK DEVELOPMENT
2980 S RIVER RD
DESPLAINES, IL 60018

16-07-400-008-0000
MARK ANDRZEJJEWSKI
223 MARENGO
FOREST PARK, IL 60130

16-07-400-012-0000
EXEMPT

16-07-400-013-0000
EXEMPT

16-07-400-015-0000
BOB EUL
119 S EUCLID AVE
OAK PARK, IL 60302

16-07-400-016-0000
JAMES BUSHOUSE
120 N OAK PK ATE100
OAK PARK, IL 60301

16-07-400-017-0000
G D SCHNEIDER
PO BOX 767
OAK PARK, IL 60303

16-07-400-018-0000
BART LOGIUDICE
131 S EUCLID AV
OAK PARK, IL 60302

16-07-400-021-0000
EXEMPT

16-07-400-022-0000
EXEMPT

16-07-400-023-0000
EXEMPT

16-07-400-024-0000
EXEMPT

16-07-400-025-0000
OAK PARK DEVELOPMENT
2980 S RIVER RD
DESPLAINES, IL 60018

16-07-400-026-0000
OAK PARK DEVELOPMENT
2980 S RIVER RD
DESPLAINES, IL 60018

16-07-400-027-1001
MARY SCHMUTTENMAER
150 S OAK PARK 201
OAK PARK, IL 60302

16-07-400-027-1002
YAZEED KHAYYAT
150 S OAK PARK AV
OAK PARK, IL 60302

16-07-400-027-1003
RAYMOND W EDGREN
150 S OAK PARK AV
OAK PARK, IL 60302

16-07-400-027-1004
CORNELIUS BARNES
150 S OAK PARK AV 206
OAK PARK, IL 60302

16-07-400-027-1005
LARISSA HISTOMI
150 S OAK PARK AVE
OAK PARK, IL 60302

16-07-400-027-1006
BARBARA GILMORE
2817 E 6TH ST
LONG BEACH, CA 90814

16-07-400-027-1007
LETICIA N GEHRKE
150 S OAK PARK AV
OAK PARK, IL 60302

16-07-400-027-1008
ROMELL R STOWELL
150 S OAK PARK AVE
OAK PARK, IL 60302

16-07-400-027-1009
R LAMONT
150 S OAK PK AVE #301
OAK PARK, IL 60302

16-07-400-027-1010
JAMES BOOTHROYO
150 S OAK PARK 302
OAK PARK, IL 60302

16-07-400-027-1011
HAROLD LEON ROBERTS
150 SOUTH OAK PARK AVE
OAK PARK, IL 60302

16-07-400-027-1012
OMAR SHAKER
150 S OAK PARK AVE
OAK PARK, IL 60302

16-07-400-027-1013
KATIE MONAHAN
150 S OAK PARK AV 308
OAK PARK, IL 60302

16-07-400-027-1014
S YANG HONG NING
150 S OAK PARK AVE 307
OAK PARK, IL 60302

16-07-400-027-1015
MELISSA L WITTENBERG
150 S OAK PARK AV 305
OAK PARK, IL 60302

16-07-400-027-1016
RODNEY CHAMBERS
150 S OAK PARK AV 303
OAK PARK, IL 60302

16-07-400-027-1017
CHARLES A COLLINS
150 S OAK PARK AV 401
OAK PARK, IL 60302

16-07-400-027-1018
SORIN DANIELA NITOI
150 S OAK PARK AV 402
OAK PARK, IL 60302

16-07-400-027-1019
PRITESH P PATHAK
150 S OAK PARK #404
OAK PARK, IL 60302

16-07-400-027-1020
JOSEPH A LEO
150 S OAK PARK AV
OAK PARK, IL 60302

16-07-400-027-1021
MIRIAM POLICH
150 S. OAK PARK AVE
OAK PARK, IL 60302

16-07-400-027-1022
GERALDINE MORRISON
150 S OAK PARK AV 407
OAK PARK, IL 60302

16-07-400-027-1023
JENNIFER L KOETSIER
150 S OAK PK AVE 7C
OAK PK, IL 60302

16-07-400-027-1024
JOHN HEFFERNAN
150 S OAK PARK 403
OAK PARK, IL 60302

16-07-400-028-0000
NEALIE SHERIDAN
115 S EUCLID AVE
OAK PARK, IL 60302

16-07-400-029-0000
RICHARD E MORRISSY
117 S EUCLID
OAK PARK, IL 60302

16-07-400-030-0000
PAUL GILMARY ANDREWS
101A S EUCLID
OAK PARK, IL 60302

16-07-400-031-0000
HIROSHI HASEGAWA
103 S EUCLID #A
OAK PARK, IL 60302

16-07-400-032-0000
JENNIFER B SMITH
105A S EUCLID
OAK PARK, IL 60302

16-07-400-033-0000
KATHLEEN PLICHTA
107 S EUCLID AVE A
OAK PARK, IL 60302

16-07-400-034-0000
ALLAN JANICE BALDWIN
109A S EUCLID
OAK PARK, IL 60302

16-07-400-035-0000
BRANDON KRISTI SCHUL
111-A S EUCLID AVE
OAK PARK, IL 60302

16-07-400-036-0000
JANET M ROWE
113A S EUCLID
OAK PARK, IL 60302

16-07-400-037-0000
JOHN E CAMPBELL
101 S EUCLID AV #B
OAK PARK, IL 60302

16-07-400-038-0000
ROBERT J KOPECKY
103B S EUCLID AVE
OAK PK, IL 60302

16-07-400-039-0000
KEVIN P COYLE
3065 AUTUMN SHORES DR
MARYLAND HTS, MO 63043

16-07-400-040-0000
ROBERT VANLIEDEKERKE
107 S EUCLID UNIT B
OAK PARK, IL 60302

16-07-400-041-0000
AXELROD JACQUES
109B S EUCLID
OAK PARK, IL 60302

16-07-400-042-0000
TAXPAYER OF
111B S EUCLID
OAK PARK, IL 60302

16-07-400-043-0000
BURBRIDGE GILLESPIE
113B S EUCLID
OAK PARK, IL 60302

16-07-401-001-0000
KIEYUL CHUNG
613 N WILLOW RD
ELMHURST, IL 60126

16-07-401-002-0000
AMY MURAN FELTON
110 S EUCLID AV
OAK PARK, IL 60302

16-07-401-011-0000
RICHARD TOMILSON
114 S EUCLID
OAK PARK, IL 60302

16-07-401-012-0000
CHRIS WINE
120 S EUCLID AV
OAK PARK, IL 60302

16-07-401-013-0000
CHRIS WINE
120 S EUCLID
OAK PARK, IL 60302

16-07-401-014-0000
M L MITCHELL
124 S EUCLID AVE
OAK PARK, IL 60302

16-07-401-015-0000
GEORGE DIANE SCHNEIDER
126 S EUCLID AV
OAK PARK, IL 60302

16-07-401-016-0000
RAYMOND LISA NEMEC
130 S EUCLID AV
OAK PARK, IL 60302

16-07-401-017-0000
MICHAEL C PERRY
136 S EUCLID AV
OAK PARK, IL 60302

16-07-401-018-0000
DANIEL S GIBBS
140 S EUCLID AV
OAK PARK, IL 60302

16-07-401-030-1001
MARIA CARDONA 101S
653 SOUTH BOULEVARD
OAK PARK, IL 60302

16-07-401-030-1002
K POLLACK
111 OAK PARK AVE 2
OAK PARK, IL 60301

16-07-401-030-1003
MARY BEASLEY
1242 E MARCONI AVE
PHOENIX, AZ 85022

16-07-401-030-1007
TEODORA AGUILAR
655 S BLVD #301
OAK PK, IL 60302

16-07-401-030-1009
JOEJ PEDIGO
655 SOUTH BLVD 101 N
OAK PARK, IL 60302

16-07-401-030-1010
BERNADETTE ZAJAC
655 S BOULEVARD #201N
OAK PARK, IL 60302

16-07-401-030-1011
ATHANASIOS VAGIAS
655 S BLVD 202 N
OAK PARK, IL 60302

16-07-401-030-1012
E H YUHASZ
107 N REINO RD #403
NEWBURY PK, CA 91320

16-07-406-001-0000
EXEMPT

16-07-406-002-0000
JOSEPH RUGGIRELLO
415 S EUCLID AVE
OAK PARK, IL 60302

16-07-406-010-0000
GEORGE A VINYARD
201 S EUCLID AV
OAK PARK, IL 60302

16-07-406-011-0000
GUY R DIRKIN
209 S EUCLID
OAK PARK, IL 60302

16-07-406-012-0000
FRANK SANDRA HEITZMAN
213 S EUCLID AV
OAK PARK, IL 60302

16-07-406-013-0000
RICH KATRINA VIGSNES
217 S. EUCLID AVE.
OAK PARK, IL 60302

16-07-406-023-1001
MARSHA A THOMAS
3439 ALEXANDER PL SW
SMYRNA, GA 30082

16-07-406-023-1002
PHILLIP BIRCH
1112 PAULINA
OAK PARK, IL 60302

16-07-406-023-1003
RICHARD A VIGSNES
217 S EUCLID AVE
OAK PARK, IL 60302

16-07-406-023-1004
GABRIEL ARAIZA
214 S OAK PARK AV #4
OAK PARK, IL 60302

16-07-406-023-1005
DEBORAH E HICKS
8115 S KENWOOD
CHICAGO, IL 60619

16-07-406-023-1006
MAYRA TORRES
1192 CLARENCE AV #15
OAK PARK, IL 60304

16-07-406-023-1007
JASON LAZAR
216 S OAK PARK AV 1
OAK PARK, IL 60302

16-07-406-023-1008
DONATO NUNEZ TRUST
P O BOX 3881
OAK PARK, IL 60303

16-07-406-023-1009
BONNIE HOBENS
216 S OAK PARK AV
OAK PARK, IL 60302

16-07-406-023-1010
LAILA MOURAD
216 S OAK PK AVE
OAK PARK, IL 60302

16-07-406-023-1011
GUY SAMUEL TARANTOLO
216 S OAK PARK AVE #5
OAK PARK, IL 60302

16-07-406-023-1012
ROBERT N WALLACE
216 S OAK PARK AV
OAK PARK, IL 60302

16-07-406-023-1013
DALEA GABRIELA NICOLET
220 S OAK PK AV
OAK PARK, IL 60302

16-07-406-023-1014
JUDITH R VICTOR
220 S OAK PARK AV 2
OAK PARK, IL 60302

16-07-406-023-1015
IVAN CASTRO
220 S OAK PK #3
OAK PARK, IL 60302

16-07-406-023-1016
BARBARA J UNIEK
220 S OAK PARK
OAK PARK, IL 60302

16-07-406-023-1017
MATTIE VAUGHN
220 S OAK PARK AV
OAK PARK, IL 60302

16-07-406-023-1018
R E WILL
220 S OAK PK AVE 6
OAK PARK, IL 60302

16-07-406-023-1019
SHAINA K SOTO
222 S OAK PARK AVE
OAK PARK, IL 60302

16-07-406-023-1020
FRANK MICELI
222 S OAK PARK AV H2
OAK PARK, IL 60302

16-07-406-023-1021
SURESHKUMAR A MADDELA
1020 S KENILWORTH
OAK PARK, IL 60304

16-07-406-023-1022
JEANANN GREWE
222 OAK PARK AV 4
OAK PARK, IL 60302

16-07-406-023-1023
HUA LIU
222 S OAK PARK AVE #5
OAK PARK, IL 60302

16-07-406-023-1024
KELLY MORRISSY
8037 LAKE ST #2
RIVER FOREST, IL 60305

16-07-407-001-0000
ROHIT KUMAR SHAMAPATEL
202 S EUCLID AVE
OAK PARK, IL 60302

16-07-407-024-0000
PATRICK CORRIGAN
210 S EUCLID
OAK PK, IL 60302

16-07-407-025-0000
DANIELA BLANCO
214 S EUCLID AVENUE
OAK PARK, IL 60302

16-07-500-002-0000
RAILROAD

16-07-500-003-0000
RAILROAD

L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing and Directing Execution of an Agreement between the Village of Oak Park and the Park District of Oak Park for Intergovernmental Use of Parking Facilities.

Resolution or Ordinance No. _____
Date of Board Action: July 18, 2011

Submitted by: CP
Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office: VP

Item History (Previous Board Review, Related Action, History):

On March 15, 2004 the Village Board authorized a Lease Agreement with the Park District of Oak Park for mutual use of Parking Lots. This agreement expired in March of 2010 while staff was working with representatives of the Park District to negotiate a successor agreement.

Via the proposed Agreement, the Village would continue to offer quarterly parking permits for sale in the Rehm Pool Parking Lot in exchange for free permit parking for Park District employees at the OPRF High School Parking Garage at 137 N Scoville, Village parking lot #101 at 101 North Humphrey, and until such time as redevelopment occurs Village leased Lots 44 and 56 located on the Madison Highland Redevelopment site.

Item Policy Commentary (Key Points, Current Issue, Recommendation):

The proposed agreement provides for a four year term, subject to the following:

- The Park District is responsible for snow removal and maintenance of the Rehm Pool Lot
- The Village is responsible for snow removal and maintenance of Lots 44, 56 and 101 as well as the OPRF High School Garage
- The Agreement may be extended if both the Village and Park District so desire for up to an additional five years.
- The Village retains revenues from the sale of parking permits at the Rehm Pool Lot
- The Park District is not charged for parking permits provided to its employees in Lots 19, 44, 56 and 101
- It is stated that parking in the OPRF High School Garage is restricted by the terms of the Intergovernmental Agreement between the Village and School District 200 that governs use of the Garage.
- It is stated that Lots 44 and 56 are the subject of redevelopment and at such time as redevelopment occurs, the Park District understands employees' permits will not longer be available at the Madison Highland site.

Item Budget Commentary: (Account #; Balance; Cost of contract)

The annual Parking Fund budget provides for both the revenues that are anticipated to be received from the Agreement as well as the expenditures associated with the operation of the Lot. On an annual basis, the Village generate between \$9,900 and \$13,200 from permit sales at Rehm Pool Parking lot, based upon the total number of permits sold per quarter.

Proposed Action: Approval of the Resolution.

RESOLUTION
AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN
THE VILLAGE OF OAK PARK
AND
THE PARK DISTRICT OF OAK PARK
FOR INTERGOVERNMENTAL USE OF PARKING FACILITIES

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager and Village Clerk are hereby authorized and directed to execute an agreement for intergovernmental use of parking facilities for a four (4) year period, with the ability to extend said agreement for an additional period of up to (5) five years. Said agreement is to conform substantially to the Agreement attached hereto as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July 2011, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

ADOPTED AND APPROVED by me, this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF OAK PARK
AND
THE PARK DISTRICT OF OAK PARK
FOR INTERGOVERNMENTAL USE OF PARKING FACILITIES**

This License Agreement is made on July 18, 2011 (the "*Effective Date*") by and between the Village of Oak Park, 123 Madison St, Oak Park, IL, a municipal corporation, (the "*Village*") and the Park District of Oak Park, 218 Madison Street, Oak Park, IL, a municipal corporation (the "*Park District*").

WHEREAS, the Village has the right to manage the parking facilities at the Oak Park and River Forest High School Garage (the "*OPRFHS Garage*") at 137 North Scoville Avenue; owns the parking lot known as Lot 101 ("*Village Lot 101*") at 101 North Humphrey Avenue; and has a license agreement to use the parking lots known as Lot 56 ("*Village Lot 56*") at 237 Madison Street and Lot 44 ("*Village Lot 44*") at 301 Madison Street (collectively the "*Village Parking Facilities*"); and

WHEREAS, the Park District is the owner of the Rehm Pool Parking Lot at 515 Garfield Street; and

WHEREAS, the Village and the Park District agree that Village residents and Park District employees need additional permit parking within the Village; and

WHEREAS, the Village is willing and able to manage, regulate, and enforce permit parking at the Village Parking Facilities and at the Rehm Pool Parking Lot; and

WHEREAS, the Village and the Park District desire to enter into this Agreement to jointly serve the needs of the local community in a manner consistent with their history of intergovernmental cooperation.

NOW, THEREFORE, the Village and the Park District enter into this agreement governing the use of the Rehm Pool Parking Lot and the Village Parking Facilities under the terms set forth below.

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as if stated herein.

Section 2: Term of Agreement. This Agreement is for a term commencing on the Effective Date and ending on May 31, 2015 (the "*Agreement Term*"). The Village and the Park District may agree at any time to extend the Agreement Term one or more times, for any period of time up to a cumulative total of five additional years (each extension an "*Extended Term*").

Section 3: Description of Subject Properties.

A. Park District's Rehm Pool Parking Lot. The Rehm Pool Parking Lot is a 48-space parking lot immediately north of the Rehm Park Pool at 515 Garfield Street. The Village designation for this lot is Lot 53.

B. Village Parking Facilities. The Village Parking Facilities are described as follows:

1. OPRFHS Garage. The OPRFHS garage is a 300 space parking garage located at 137 N. Scoville Avenue adjacent to the high school building, designated as Lot 19 by the Village.
2. Village Lot 101. Village Lot 101 is a 14 space parking lot located at 101 N. Humphrey Avenue, just south of Lake Street. The Village sells 24 hour parking permits for this lot.
3. Village Lot 56. Village Lot 56 is located at 237 Madison Street. The Village's license agreement for this lot is subject to a 90 day termination provision.
4. Village Lot 44. Village Lot 44 is located at 301 Madison Street. The Village's license agreement for this lot is subject to a 90 day termination provision.

Section 4: Park District Grant of License to Village for Rehm Pool Parking Lot.

The Park District grants the Village a license to use the Rehm Pool Parking Lot for the limited purpose of providing quarterly permit parking to residents, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for permit parking and identifying the spaces for which permits are issued.

B. Permits and Fees. The Village will establish the parking permit fee and will collect and keep all revenue generated by parking permit fees.

C. Parking Regulations. The Village will issue permits for the Rehm Pool Parking Lot which are limited by the following restrictions:

1. Vehicle Weight. The Village will permit only motorcycles, passenger cars and other motor vehicles with a gross weight at maximum load not exceeding 8,000 pounds to park in the Rehm Pool Parking Lot.
2. Single Space Only; No Protrusions. Vehicles must occupy no more than a single parking space. The Village will revoke the parking permit issued to any vehicle which does not fit into a single parking space.

3. Location of Permit Spaces. Parking for permit holders shall be designated only along the northeast section of the Rehm Pool Parking Lot in the area depicted on the diagram attached hereto as Exhibit A.
4. Operable Condition/ Prohibition of Repairs. Vehicles must be in operable condition and in good repair while parked in the lot. No vehicle may be repaired, serviced, or covered while that vehicle is parked in the Lot.
5. Short-Term Parking Only. The Village will prohibit long-term storage of vehicles at the Rehm Pool Parking Lot. The Rehm Pool Parking Lot will be used exclusively for short-term parking of vehicles that are used regularly away from the parking lot. The Village will not permit any vehicle to park in the lot for more than 10 consecutive days without being moved out of the parking lot.

D. Citations for Violations. Persons who park in the Rehm Pool lot in violation of the above listed restrictions are subject to having their permit revoked. Continued parking in the lot after permit revocation will subject the vehicle to a citation.

E. Permit Parking Spaces and Hours During Rehm Pool Season. During the Rehm Pool Season, as defined in this Subsection, the Village may issue up to, but no more than, 20 parking permits for the Rehm Pool Parking Lot. The permit holders may use the Lot seven days each week, but only between the hours of 9:00 p.m. and 8:00 a.m. the following day. The "*Rehm Pool Season*" begins on the Saturday of Memorial Day weekend and ends on Labor Day Monday. The provisions of this Subsection are subject to the Park District's right to exclusive use of the Rehm Pool Parking Lot set forth in Subsection H of this Section.

F. Permit Parking Spaces and Hours During Rehm Pool Off-Season. At all times other than the Rehm Pool Season (the "*Rehm Pool Off-Season*"), the Village may issue up to, but no more than, 20 parking permits. The permit holders may use the Lot during the Rehm Pool Off-Season 24-hours each day, seven days each week. The provisions of this Subsection are subject to the Park District's right to exclusive use of the Rehm Pool Parking Lot set forth in Subsection H of this Section.

G. No Charge. The Park District will not charge the Village for use of the Rehm Pool Parking Lot as authorized by this Section 4.

H. Park District's Exclusive Use for Special Events. The Park District has the right to the exclusive use of the Rehm Pool Parking Lot for special events up to three times each year. A single special event may be conducted over a four-day, three-night period from Friday through Monday. No permit parking will be allowed on the days or nights that the Park District is conducting a special event. The Park District must notify the Village not less than 30 days in advance of a special event. The Village will notify permit holders about each any special event.

I. Park District Use of Extra Spaces. Park District staff and patrons may use all parking space capacity in the Rehm Pool Parking Lot that has not been reserved by parking permits issued by the Village under this Section 4.

J. Restoration. At the end of the Agreement Term or the final Extended Term, or whenever the Village discontinues the use of the Rehm Pool Parking Lot for permit parking under this Section 4, the Village will remove all signs and repair all damage to the Lot caused by the permit parking authorized under this Agreement, normal wear and tear excepted.

Section 5: Park District Use of OPRFHS Garage.

The Village grants the Park District a license to use 20 spaces in the OPRFHS Garage for permit parking for Park District employees only while those employees are working at Ridgeland Common, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking under this Section 5.

B. No Charge; Form of Permit. The Village will issue individual parking permits to up to 20 Park District employees at no charge. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4.C of this Agreement apply to the OPRFHS Garage.

D. Permit Parking Limited During High School Faculty Attendance Days. Park District employee parking permits will be valid for parking in the OPRFHS garage only between the hours of 4:00 p.m. and 12:00 a.m. on High School Faculty Attendance Days. "*High School Faculty Attendance Days*" is defined as Monday through Friday when OPRFHS is in session (generally from approximately August 15 until approximately June 15) except recognized days stated on the OPRFHS school calendar when OPRFHS is closed and faculty attendance is not required.

E. Park District Permit Parking All Other Days. On days other than High School Faculty Attendance Days, parking permits may be used 24-hours a day, seven days each week.

Section 6: Park District Use of Village Lots 44 and 56.

The Village grants the Park District a license to use 10 spaces in Lot 44 and 35 spaces in Lot 56 for permit parking for Park District employees only, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking under this Agreement.

B. No Charge; Form of Permit. The Village will not impose any charge on the Park District or its employees for the parking permits. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4C of this Agreement apply to Village Lots 44 and 56.

D. Parking Hours. The parking permits may be used for parking seven days each week, only between the hours of 5:00 a.m. and 12:00 a.m.

E. Licensing and Redevelopment of Lots 44 and 56. The Park District is aware that the Village currently has a license agreement with the owner of Lots 44 and 56. The Village may provide Park District employee parking on Lots 44 and 56 only under the terms of that agreement and only for so long as the Village has an agreement with the owner. Further, the Park District is aware that Lots 44 and 56 are subject to redevelopment. The Park District agrees to surrender all Lot 44 and 56 permits at the request of the Village if redevelopment commences.

Section 7: Park District Use of Village Lot 101.

The Village grants the Park District a license to use two spaces in Village Lot 101 for permit parking for Park District employees only, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking.

B. No Charge; Form of Permit. The Village will not impose any charge on the Park District or its employees for the parking permits. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4.C of this Agreement apply to Village Lot 101.

D. Parking Hours. The two parking permits may be used 24-hours a day, seven days each week, subject to the availability of permit parking spaces.

Section 8: Adams Street On-Street Parking.

Employees of the Park District who work at 218 Madison may park in the same manner as the general public on the north side of Adams Street between Humphrey Avenue and Ridgeland Avenue, between the hours of 6:00 a.m. and 2:30 a.m., subject to the availability of a legal parking space. The Village will not impose any charge on the Park District or its employees for this parking. The Village acknowledges that the availability of parking on Adams Street is important to the Park District as a result of the pending loss of off-street parking spaces in the area of the Madison-Highland redevelopment.

Section 9: Lot Maintenance.

The Park District will maintain the Rehm Pool Parking Lot in a clean and orderly condition and will provide snow removal for that lot. The Village will provide snow removal for the public sidewalks surrounding the Rehm Pool Parking Lot. The Village will maintain the Village Parking Facilities in a clean and orderly condition and will provide snow removal for those facilities.

Section 10: Utilities.

The Park District will pay all annual utility costs for the Rehm Pool Parking Lot. The Village will pay all annual utility costs for the Village Parking Facilities. The Village and Park District each make no representations to the other regarding the adequacy and sufficiency of existing lighting at any parking lot or garage.

Section 11: Indemnity.

A. Indemnity by Park District. The Park District agrees to hold harmless, defend and indemnify the Village against and from any and all claims, demands, damages, cause of action, suits, or judgments or liability of any kind, including attorneys fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Park District under this Agreement, including its officials, officers, employees, volunteers, and agents. The Village agrees that, if such a claim is asserted or any such action is brought, then the Village will give notice to the Park District by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Village and will give written notice to the Park District within five business days after the claim or action is received. The Village agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by Village. The Village agrees to hold harmless, defend and indemnify the Park District against and from any and all claims, demands, damages, cause of action, suits, or judgments or liability of any kind, including attorneys fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Village under this Agreement, including its officials, officers, employees, volunteers, and agents. The Park District agrees that, if such a claim is asserted or any such action is brought, then the Park District will give notice to the Village by telephone immediately when the claim or action is received by, or first known to, the Park District and will give written notice to the Village within five business days after the claim or action is received. The Park District agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Village. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

C. No Waivers of Defenses, Immunity, Rights. By agreeing to indemnify the other, neither the Park District nor the Village waives its right to assert any defenses or immunities available to them under the Illinois Local Government and Governmental Employees Tort Immunity Act or any other law. In addition, neither does the Park District nor the Village waive its rights to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

Section 12: Termination. Either party may terminate this Agreement without cause by providing the other party with written notice at least 90 days prior to the date of termination.

Section 13: No Assignment or Rights in Successors; No Third-Party Rights.
Neither the Village nor the Park District will assign any of its rights or benefits under this Agreement to any other entity or person. The rights and benefits under this Agreement are exclusive to the Village and the Park District and do not inure to any successors of the Village or the Park District. This Agreement does not confer any rights on any third party.

Section 14: Notices. All notices required under this Agreement must be made personally or by certified mail. Notices to the Park District must be mailed to:

Gary Balling, Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

Notices to the Village must be mailed to:

Cara Pavlicek
Parking Services Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

with a copy to
Thomas W. Barwin, Village Manager
Village of Oak Park
123 Madison St
Oak Park, IL 60302

Section 15: Amendments in Writing. This Agreement may not be modified or amended except in writing, signed by properly authorized representatives of both the Village and the Park District.

PARK DISTRICT OF OAK PARK

By: _____
Gary Balling, Executive Director

VILLAGE OF OAK PARK

By: _____
Thomas W. Barwin, Village Manager

REVIEWED AND APPROVED
AS TO FORM

JUL 1 12011

LAW DEPARTMENT

VILLAGE OF OAK PARK

M

AGENDA ITEM COMMENTARY

Item Title: Motion To Refer Application For Special Use Permit From Little Legends To Operate A Day-Care Center At 210 Chicago Avenue To The Zoning Board Of Appeals To Hold A Public Hearing

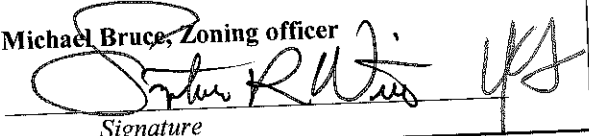
Date of Board Action:

July 18, 2011

Submitted by:

Michael Bruce, Zoning officer

Village Manager's Office:


Signature

Item History:

On June 20, 2011, Porscha Hubbard, on behalf of Little Legends, filed an application pursuant to Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing a day care center located at 210 Chicago Avenue. The tenant space is located in a B-1/B-2 General Business Zone District. Section 3.1 (Summary Use Matrix) and Section 4.5.2 H (Day-Care Centers) of the Zoning Ordinance of the Village of Oak Park requires that a special use permit is necessary to operate a duly licensed day-care center in all zoning districts.

Item Policy Commentary:

Section 2.2.3(C) of the Zoning Ordinance requires that the President and Board of Trustees refer the application for special use permit to any appointed or elected commission or committee, including but not limited to the Zoning Board of Appeals or Plan Commission, for the purpose of holding a public hearing thereon pursuant to Section 2.2.5.

On February 4, 2002, the Village adopted a comprehensive amendment to its Zoning Ordinance; one of the amendments requires that day care centers obtain a special use permit to operate in any zoning district. According to Village records, Exceptional Tots and Toddlers operated a day care center located at 206 and 208 Chicago Avenue from July 7, 1997 through April 18, 2008. In 2008 Village records indicate that the name of the day care center was change from Exceptional Tots and Toddlers to Little Legends Day Care. In addition, the applicant has confirmed that Little Legends Day Care was in operation at 212 Chicago Avenue before February 4, 2002. In contrast, Little Legends Day Care began operating from the 210 Chicago Avenue space in 2010 after February 4, 2002.

Since the Little Legends Day Care operated at 206, 208 and 212 prior to the special-use requirement being imposed, the use is classified as a "legal non-conforming use" that shall be allowed to continue. However, the day care use within 210 Chicago Avenue was not "grandfathered" and thus is not permitted unless the applicant receives a special use permit.

Item Budget Commentary:

No impact to the budget relative to processing the application. The required application fee has been paid by the applicant.

Proposed Commission Action:

Refer this case to the Zoning Board of Appeals to hold a public hearing at its next regularly scheduled meeting date.



Application for Special-Use Permit

Village of Oak Park
123 Madison Street
Oak Park, IL 60302-4272

708.383.6400

Applicant Information

Name of Applicant: [Please print] Yorscha Hubbard

Address of Subject Property: 210 Chicago Ave Oak Park IL 60302

Owner of Subject Property: Jerry Moder Owner's Address:

Authorized Agent: [Please print] Address:

Phone Number: 708 434-5463 E-Mail Address: Black-40210@yahoo.com

Are there any original covenants, conditions, or deed restrictions concerning this property in the type of improvements, set backs, area, or height requirements? [] Yes (if yes, attach explanation) [X] No

Are there any contracts or agreements of any nature in existence with regard to the sale or disposal of this property that are contingent upon the decision made pursuant to this application? [] Yes (if yes, attach explanation) [X] No

The present owner acquired legal title to these premises on:

Case Information

The Applicant seeks a special-use permit to: add on to Daycare

The subject property is located in the B1/2 General Business Zone District(s).

The subject property is presently used as: Daycare

Certification

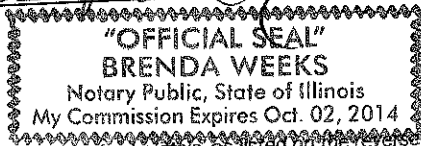
I hereby depose and say that all the above statements, as well as any statements contained in the papers submitted in support of this application submitted herewith, are true.

Sworn to me this 21 day of June, 20 11

[Signature]
Notary Public

[Signature]
Applicant

My commission expires: 10/2/2014



Notice: This application must be completed fully and legibly, and accompanied by all required submittals, as listed on the reverse side of this application. Only persons having a proprietary interest in the subject property may file an application. The application fee is due at time of application, and is not refundable.



Disclosure of Beneficiaries

Village of Oak Park
123 Madison Street
Oak Park, IL 60302-4272

708.383.6400

Address of Subject Property: 210 Chicago Ave, Oak Park
Property Identification Number(s) (PIN): 16-05-393-624-000

Date: 6/21/2011

Owner Information

You must provide the following information. If additional space is needed, attach extra pages to this form.

Owner 1 Name: Serry Mader
Owner 1 Address: 799 Birdie View Pt, Seabiel FL 33957
Owner 2 Name: Larry Rudis
Owner 2 Address: 302-79th place, Downer

Telephone No.: 239-395-0821
Facsimile No.: Cell 805-010
Telephone No.: 826-4504
Facsimile No.: _____

If property is held in a Land Trust, provide name(s) of all beneficial owners.
(A Certificate of Trust must be attached hereto.)

N/A

Applicant Information

Applicant's Name: Poricha Hubbard
Applicant's Address: 2005 S. Meyers

Telephone No.: 708 434-5463
Facsimile No.: 708 434-5482

Contact Information (If different than Applicant)

Project Contact: _____
Contact's Address: _____

Telephone No.: _____
Facsimile No.: _____

Proprietary Interest of Applicant

Owner Legal Representative Contract Purchaser Other: _____

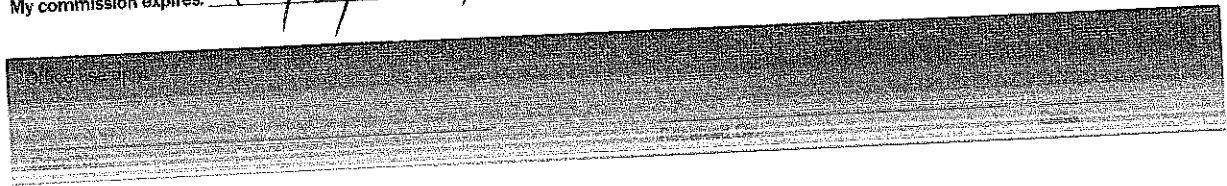
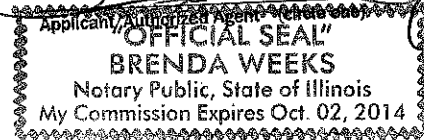
Certification

I hereby depose and say that all the above statements, as well as any statements contained in the items of information submitted in support of this application submitted herewith, are true.

Sworn to me this 21 day of June 2011

Brenda Weeks
Notary Public

My commission expires: 10/2/2014



Little Legends Day Care Facility
206 – 212 West Chicago Avenue
SPECIAL USE STANDARDS: Section 2.2.3 (D)

1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience and will contribute to the general welfare of the neighborhood or community.

Response: Where as the Applicant has operated a Day Care facility at 206, 208 and 212 West Chicago Avenue in Oak Park since 1997 and has been licensed by the State of Illinois to operate this facility since that time. And where as the Applicant's business has grown whereby additional space is needed to accommodate additional clients at this location. Further, where as during the entire time that the existing business has been in operation, there is no evidence of disruption to the general welfare of the community or neighborhood. Now therefore, the Applicant desires to expand their business operations so as to include the space formerly occupied a roofing company. Given the applicant's willingness to invest in the construction of additional space to meet their business' needs, it therefore can be reasonably concluded that the proposed use in this particular location is necessary and desirable to provide the specific service which the Applicant provides and also as stated above will contribute further to the general welfare of the community or neighborhood.

2. The proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare.

Response: Where as the proposed use of the specific space (210 west Chicago Avenue) which is covered by this Special Use application is identical to the use of the adjacent spaces on both the East and West (a business licensed and operated by the Applicant). Where as the proposed use of the specific space which is covered by this Special Use application adds approximately 2,000 square feet of space to the Applicant's existing business. Where as the expansion of the Applicant's business into the space which is covered by this Special Use application will meet all current building and fire code requirements of the Village of Oak Park and the State of Illinois. Now therefore, it is clear that the investment by the Applicant through the scope of work contained in this application will contribute to an increase in the property's value; will help support higher values of properties in the vicinity and therefore will not have an adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare.

3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

Response: Where as the proposed use of the specific space which is covered by this Special Use application is identical to the use of the adjacent spaces on both the East and West (a business licensed and operated by the Applicant). Where as the proposed use of the specific space which is covered by this Special Use application adds approximately 2,000 square feet of space to the Applicant's existing business. Where as the expansion of the Applicant's business into the space which is covered by this Special Use application will be designed, arranged and operated to meet all current building and fire code requirements of the Village of Oak park and the State of Illinois and will be constructed according to all Village of Oak Park development standards. Now therefore, given the statements above, the proposed use will permit the orderly development and use of neighboring property in accordance with the specific district regulations.

4. The proposed building or use complies with the more specific standards and criteria established for the particular building or use in question by Sections 2.2.7 (Planned Development Procedures) and 4.5 (Special Uses) of this Zoning Ordinance.

Response: Whereas the Applicant has demonstrated by forms filed with the Village of Oak Park; gained approval for this application from an agent who has demonstrated to have an Ownership interest in the property in question in relation to this application. Where as the Applicant has caused to have filed an Application for Special Use as outlined by the Village of Oak Park zoning Ordinance section 2.2.7. D items "a through t" via this application and related documents. Now therefore, the proposed use complies with the more specific standards and criteria established for this particular use in questions by Section 2.2.7 (Planned Development Procedures) and 4.5 (Special Uses) of the Zoning Ordinance of the Village of Oak Park.

5. The proposed building or use has been considered in relation to the goals and objectives of the Comprehensive Plan or the Village of Oak Park.

Response: Where as the Village of Oak Park has published the Comprehensive Plan via their on line website and where as the applicable standards are listed below.

Comprehensive Plan Standards Section 3.9.1 (H) (1)

Goal: To preserve and enhance Oak Park's stable residential environment so persons of all ages, races and incomes can continue to live here in sound affordable housing.

The proposed project is consistent with the goals and objectives of Oak Park Comprehensive Plan regarding housing in that it will allow parents of children the ability to care for their children while at work. This service to local parents along with diverse housing types creates an attractive community and therefore attracts a greater spectrum of users for the Village's housing stock.

Objective:

To support an economically diverse housing stock for all income and age groups living or working in Oak Park

Similar to the previous Goal, the project provides a service which serves a wide range of income levels.

Objective:

To stabilize the size of Oak Park's population.

Like similarly situated suburbs, Oak Park's population has been gradually shrinking, since 1970, trends toward lower birth rates, longer life spans, and the formation of more single parent households have resulted in a declining housing size. In addition, as residents grow older, their children leave home, resulting in a smaller household size. Younger couples have often delayed child-bearing until they are older. Consequently, a given housing unit will frequently be found to house fewer persons today than it did in 1970.

A serious consequence of this decline in population is the directly proportionate decline in the size of Oak Park's shopping market. As discussed in Chapter V; Economic Development, a strong market population is essential to support the village's stores and finance village services, and also affects some federal and state funding, including Community Development Block Grant funds, motor fuel taxes and others. To prevent further erosion of the village tax base, it will need to stabilize the size of its population.

This project will attract parents of young children and allow them the opportunity to set down roots in Oak Park thereby stabilizing the population.

Objective:

**(Oak Park comprehensive plan 1990-chapter II Page 24)
Encourage the selective construction of multi-family residential buildings.
The size of units in terms of the number of bedrooms should meet the
needs of the households not served by existing housing.**

While this project does not directly affect the stated objective as listed above, it does provide services that are often used by families that live in multi-family units throughout the Village of Oak Park.

Now therefore the proposed use has been considered in relation to the goals and objectives of the Comprehensive Plan of the Village of Oak Park.

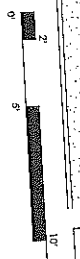
6. There shall be reasonable assurance that the proposed buildings or use will be completed and maintained in a timely manner, if authorized.

Where as the Applicant has demonstrated the financial, technical and planning ability to complete previous projects in a timely manner. Now therefore it can be concluded that the Applicant will complete the proposed project in a timely manner, if authorized.

END OF RESPONSES



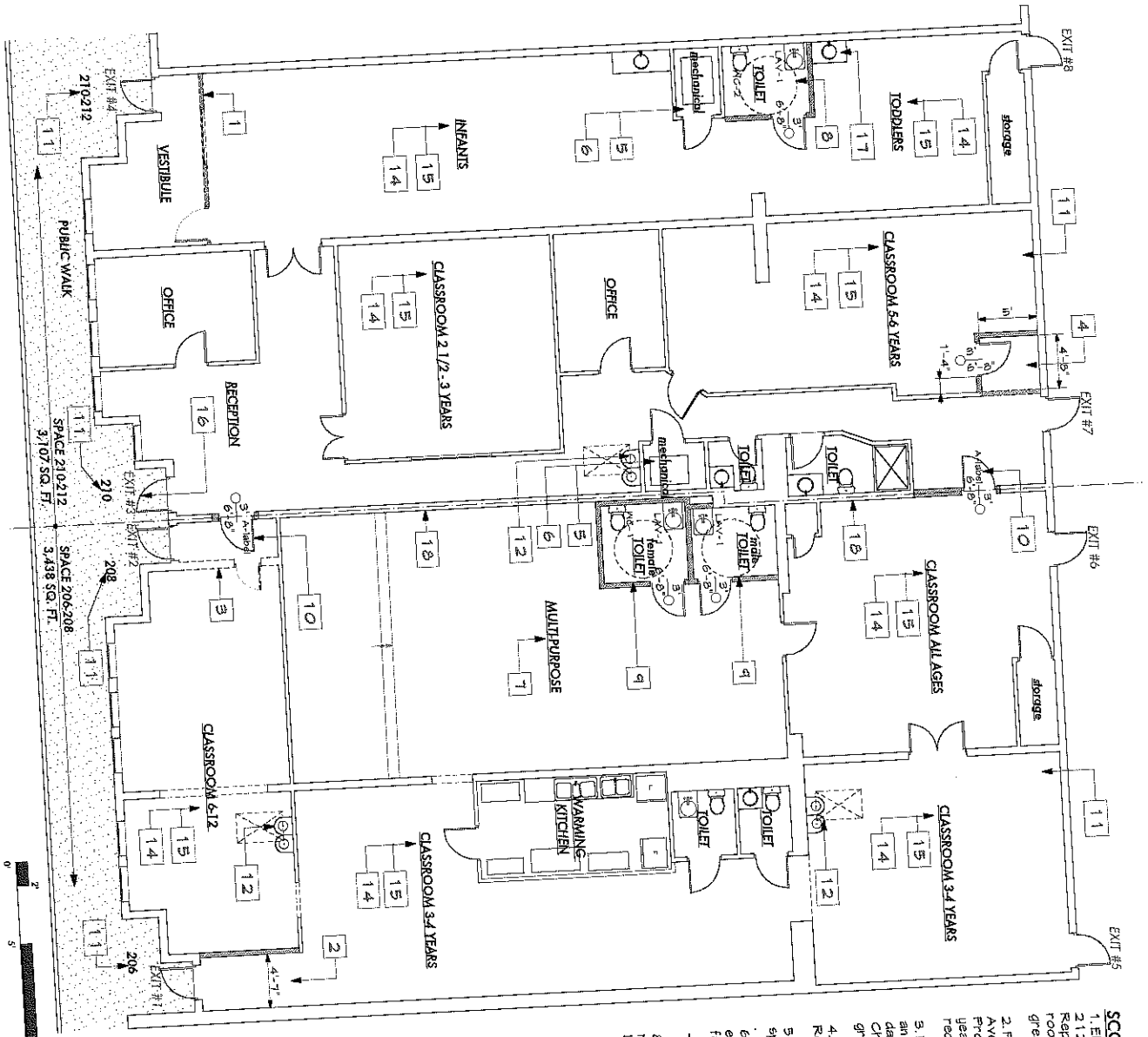
EXISTING FLOOR PLAN
scale: 1:10



LEGEND:	
	EXISTING WALL
	NEW WALL
	WALL TO BE REMOVED
	EXISTING DOOR
	NEW DOOR

VIOLATIONS

1. Eliminate the partition between the office and the infants area in the 210-212 space to provide a direct exit to the exterior for the infants area.
2. Provide a fire-rated corridor to the southeast exterior door at Chicago Avenue (208 address) to serve the Classroom for the 5-4 year-olds.
3. Eliminate the existing entry vestibule at the 208 address door to provide an exterior exit door to serve the Classroom for 6-12 Year-olds.
4. Provide an exterior exit door to serve the Classroom for 5-6 Year-olds.
5. Provide a one-hour fire separation of the furnace rooms from an adjacent space.
6. The furnace setups shall be modified to provide fresh air intake from the exterior of the building. Simply recycling conditioned air from within the facility is not permitted.
7. Decommission the Worship space.
8. Provide an additional toilet room in an area used by children over 15 months of age.
9. Modify two of the toilet rooms not within classroom spaces to be fully handicap accessible.
10. Provide A-labeled fire doors and 4-hour fire-resistance-rated infill wall construction between spaces 208 and 210 to reduce the fire area from the current approximate 7,400sf to two areas of less than 4,500sf.
11. Provide an upgrade to the existing fire alarm system to incorporate all new and existing spaces into one system with one fire alarm control panel. Provide visual alarms in all hallways, toilet rooms and classroom spaces.
12. Provide an additional source of drinking water for children.
13. Location of exit signs and emergency lighting fixtures shall be determined after the floor plan is revised to accommodate all items listed above.
14. Post egress path floor plans in each classroom.
15. Post maximum occupant load notices in each classroom.



PROPOSED FLOOR PLAN
scale: 1:10



LEGEND:

	NEW WALL		WALL TO BE REMOVED
	EXISTING WALL		NEW DOOR

1. Eliminate the partition between the office and the infants area in the 210-212 space to provide a direct exit to the exterior for the infants area.
2. Provide a fire-rated corridor to the southeast exterior door at Chicago Avenue (206 address) to serve the Classroom for the 3-4 year-olds. Repair damage to walls and install new threshold between vestibule and infant room. Changes in level between vestibule and infant room shall be not greater than 1/2 inch.
3. Provide a fire-rated corridor to the southeast exterior door at Chicago Avenue (206 address) to serve the Classroom for the 3-4 year-olds. Provide new wall opening between new corridor and Classroom for the 3-4 year olds. See sheet 1/A5.1 for 1 hr wall detail. Relocate thermostat as required.
4. Eliminate the existing entry vestibule at the 208 address door to provide an exterior exit door to serve the Classroom for 6-12 Year-olds. Repair an exterior wall and install new threshold between vestibule and infant room. Changes in level between entry and classroom 6-12 year olds shall be not greater than 1/2 inch.
5. Provide a fire-rated exterior door to serve the Classroom for 5-6 Year-olds. Remove existing wall for new exit door. See sheet 1/A5.1 for 1 hr wall detail.
6. Provide a one-hour fire separation of the furnace rooms from an adjacent space. See sheet 1/A5.1 for 1 hr wall detail.
7. The furnace setups shall be modified to provide fresh air intake from the exterior of the building. Simply recycling conditioned air from within the facility is not permitted.
8. Decommission the Northship space.
9. Provide an additional toilet room in an area used by children over 15 months of age. See sheet A5.2 for details. SEE ATTACHED SPECIFICATIONS, LAV-1 AND WC-2.
10. Modify two of the toilet rooms not within classroom spaces to be fully handicap accessible. Install new lav and wc per plan. See sheet A5.2 for details. SEE ATTACHED SPECIFICATIONS, LAV-1 AND WC-2.
11. Provide A-labeled fire doors and 4-hour fire-resistance-rated infill wall 10. Provide A-labeled fire doors and 4-hour fire-resistance-rated infill wall between spaces 208 and 210 to reduce the fire area from the current approximate 1,800 sq. ft. to two areas of less than 4,500 sq. ft. See sheet 2/A5.1 for 4 hr rated wall. Provide new self-closure door.
12. Provide an upgrade to the existing fire alarm system to incorporate all new and existing spaces into one system with one fire alarm control panel. Provide visual alarms in all hallways, toilet rooms and classroom spaces.
13. Provide an additional source of drinking water for children. See attached specifications and detail 3/A5.1.
14. Location of exit signs and emergency lighting fixtures shall be determined after the floor plan is revised to accommodate all items listed above.
15. Post egress path floor plans in each classroom.
16. Post maximum occupant load notices in each classroom.
17. Reverse door swing/ Modify door+ frame as necessary. Install new panic hardware.
18. Re-install existing vanity sink.
19. Maintain 4 hr wall separation (6.C. to verify in field).

SCOPE OF WORK

1. Eliminate the partition between the office and the infants area in the 210-212 space to provide a direct exit to the exterior for the infants area.
2. Provide a fire-rated corridor to the southeast exterior door at Chicago Avenue (206 address) to serve the Classroom for the 3-4 year-olds. Repair damage to walls and install new threshold between vestibule and infant room. Changes in level between vestibule and infant room shall be not greater than 1/2 inch.
3. Provide a fire-rated corridor to the southeast exterior door at Chicago Avenue (206 address) to serve the Classroom for the 3-4 year-olds. Provide new wall opening between new corridor and Classroom for the 3-4 year olds. See sheet 1/A5.1 for 1 hr wall detail. Relocate thermostat as required.
4. Eliminate the existing entry vestibule at the 208 address door to provide an exterior exit door to serve the Classroom for 6-12 Year-olds. Repair an exterior wall and install new threshold between vestibule and infant room. Changes in level between entry and classroom 6-12 year olds shall be not greater than 1/2 inch.
5. Provide a fire-rated exterior door to serve the Classroom for 5-6 Year-olds. Remove existing wall for new exit door. See sheet 1/A5.1 for 1 hr wall detail.
6. Provide a one-hour fire separation of the furnace rooms from an adjacent space. See sheet 1/A5.1 for 1 hr wall detail.
7. The furnace setups shall be modified to provide fresh air intake from the exterior of the building. Simply recycling conditioned air from within the facility is not permitted.
8. Decommission the Northship space.
9. Provide an additional toilet room in an area used by children over 15 months of age. See sheet A5.2 for details. SEE ATTACHED SPECIFICATIONS, LAV-1 AND WC-2.
10. Modify two of the toilet rooms not within classroom spaces to be fully handicap accessible. Install new lav and wc per plan. See sheet A5.2 for details. SEE ATTACHED SPECIFICATIONS, LAV-1 AND WC-2.
11. Provide A-labeled fire doors and 4-hour fire-resistance-rated infill wall between spaces 208 and 210 to reduce the fire area from the current approximate 1,800 sq. ft. to two areas of less than 4,500 sq. ft. See sheet 2/A5.1 for 4 hr rated wall. Provide new self-closure door.
12. Provide an upgrade to the existing fire alarm system to incorporate all new and existing spaces into one system with one fire alarm control panel. Provide visual alarms in all hallways, toilet rooms and classroom spaces.
13. Provide an additional source of drinking water for children. See attached specifications and detail 3/A5.1.
14. Location of exit signs and emergency lighting fixtures shall be determined after the floor plan is revised to accommodate all items listed above.
15. Post egress path floor plans in each classroom.
16. Post maximum occupant load notices in each classroom.
17. Reverse door swing/ Modify door+ frame as necessary. Install new panic hardware.
18. Re-install existing vanity sink.
19. Maintain 4 hr wall separation (6.C. to verify in field).

N

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Execution of a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for Engineering Services related to the Public Works Center in an amount not to exceed \$84,575.80 and Waiving the Village's Bid Process

Resolution or Ordinance No.: _____

Date of Board Action: July 18, 2011

Staff Review:
Public Works Director: John P. Wielebnicki
John P. Wielebnicki

Village Manager's Office: WS

Item History (Previous Board Review, Related Action, History):

The Public Works Center was constructed between 2005 and 2007. The Department of Public Works moved into the facility in the fall of 2007. The building is a multi level structure that houses all of the Department's heavy equipment, shops, materials and staff. The street level of the building is totally supported by concrete beams, columns and decking and acts as a roof over the lower level basement area. The Public Works Center is subject to heavy loads and vibrations on a daily basis, sometimes for 24 hour periods during storm events.

During construction of the building, there was cracking and spalling observed at several locations where the horizontal precast concrete beams sit on the poured in place foundation walls (noted as the bearing locations). At that time, the contractor, Mortenson, along with the architect, Holabird and Root, repaired these defects by strengthening the bearing locations (where the beams sit on a ledge) by placing additional steel columns in certain locations and for bolting on steel bearing plates to the foundation walls at other locations. The Village was of the opinion that these costs should be borne by the contractor. Mortenson disagreed and submitted the claim for the costs of this work to a Federal Mediator. As a result of the mediation, it was agreed that the cost for these repairs will be born partially by Mortenson and the Village.

The Village began mediation with the architect, Holabird & Root, to assign them the responsibility for the cost for this work. Wiss, Janney, Elstner, Inc. (WJE), an independent structural engineering firm was retained, as an expert by outside council as part of the mediation process, at that time to determine what caused the cracking and spalling and to assist the Village in determining responsibility.

While investigating the cause and quality of the contractor repairs, WJE reviewed the structural engineering design. This investigation included an evaluation of the load bearing capacity of the poured in place concrete columns and beams and the first floor precast concrete beams and decking.

WJE reviewed the design and based upon the available documentation were of the opinion that the first floor structure was not designed in a manner that would support the load that would exist if three loaded trucks were parked next to each other (which is the design standard as noted in the project specifications). In such a case, the first floor could fail. The downside risk of floor failure could result in serious personal injury and the need for expensive repairs. Operationally, it is not likely to have three loaded trucks parked next to each other, however, it is certainly possible. The original design could be adequate if an area was striped for no parking, drive lane signage was posted and a parking prohibition policy were implemented.

There are three open issues.

1. Are the bolted on steel bearing plates that were installed by Mortenson as a result of the load bearing issues discovered during construction adequate? Are there enough of them and are they adequate to support the load?
2. WJE discovered portions of the first floor decking are debonding. In other words the base layer is separating from the top layer. This could also impact the load capacity.
3. There are unanswered questions about the load bearing capacity of certain poured in place concrete beams.

WJE completed two reports, dated April 27, 2010 and March 3, 2011, which identified the potential deficiencies and recommended possible methods for repair. Staff requested the design calculations for all three issues from Holabird and Root, but received no response. Staff worked with Mortenson who provided WJE some of the design documents. WJE used the best available information and recommended a means of repair for items #1 and #2. This information was helpful but more design information was needed to complete the evaluation.

To date, a repair scheme of item #1, the bolted on steel bearing plates, and item #2, the decking over the precast beams on the first floor appear to be determined. On April 22, 2011, WJE provided the Village with a proposal to provide engineering services for the design of the retrofit for the bolted on steel bearing plates for the precast beams (item #1) and for design of a repair of the decking over the precast first floor beams (item #2). This proposal was not accepted as more detailed information regarding overall costs for engineering and repairs was needed.

Item Policy Commentary (Key Points, Recommendations, Background):

WJE is prepared to complete its review of item #3, the capacity of certain poured in place concrete beams, as noted above and to complete a final report. WJE has proposed that an additional

\$15,000.00 is required to complete this work. Since January 2011, WJE has provided \$14,575.80 of professional service to the Village but has not been paid, pending Village Board approval. Thus a total of \$29,575.80 is proposed to be expended to complete this phase of the work.

As noted above, WJE provided a proposal on April 22, 2011 for the design of a repair and construction oversight for item #1, the bolted on steel bearing plates, and item #2, the decking over the precast beams on the first floor. The proposal for these engineering services is \$55,000.00. The estimated cost for repair of item #1 is \$201,500.00 which should be resolved over the next two years. The estimated cost for repair of item #2 is \$33,600.00 which should be completed this year.

It is staff's recommendation to approve WJE to complete this work. While there are other structural engineers in the area that can complete this work, WJE is, due to their work to date, the most familiar with the building issues and makes it cost effective to continue with their services. Another structural engineer would have to spend time to be brought up to speed on all of the reporting and calculations that have been completed to date. This would equate to additional cost to the Village. For future structural engineering needs, the Village will consider formal solicitation for these professional services.

A summary of the proposed engineering services with WJE to resolve the Public Work building issues is as follows:

- Approve payment to WJE in the amount of \$14,575.80 for services rendered this year.
- Approve a proposal from WJE, dated May 23, 2011, in an amount not to exceed \$15,000.00 to complete the evaluation of item #3 and to finalize a report on all issues.
- Approve a proposal from WJE, dated April 22, 2011 to complete the engineering design of the repairs of items #1 and #2, in an amount not to exceed \$55,000.00

The total for the above noted engineering services is \$84,575.80.

Item Budget Commentary (Key Points, Recommendation, Background):

The FY 2011 Building Improvements Fund Budget provides \$744,300.00 for various building improvements and repairs in account no. 3012-43790-101-540673, of which \$150,000.00 is dedicated for engineering and concrete repairs at the Public Works Center. Moving forward, to assure the long term strength of the building, at this time does not pre-empt the Village from pursuing reimbursement through litigation from the contractor and architect.

If awarded, the contract amount for Professional Services for Engineering Services with Wiss, Janney, Elstner Associate, Inc. at the Public Works Center would not exceed \$84,575.80.

Proposed Action: Approve the Resolution

RESOLUTION

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WISS, JANNEY, ELSTNER ASSOCIATES, INC. FOR ENGINEERING DESIGN SERVICES AT THE PUBLIC WORKS CENTER IN AN AMOUNT NOT TO EXCEED \$84,575.80 AND WAIVING THE VILLAGES BID PROCESS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a professional services agreement with Wiss, Janney, Elstner Associates, Inc. for engineering design services at the Public Works Center for a cost not to exceed \$84,575.80. The contract shall substantially conform to the contract attached hereto.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

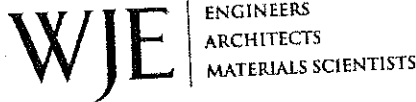
ABSENT:

ADOPTED AND APPROVED by me, this 18th day of July, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk



Wiss, Janney, Elstner Associates, Inc.
10 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Via E-mail

April 22, 2011

Mr. John Wielebnicki
Director of Public Works
The Village of Oak Park Public Works Facility
201 South Boulevard
Oak Park, Illinois 60302-2702

Re: Structural Design and Evaluation Services
Precast Sections of First Floor
Village of Oak Park Public Works Facility
WJE No. 2011.0055.0

Dear Mr. Wielebnicki:

At your request, Wiss Janney Elstner (WJE) is providing this proposal to perform professional structural engineering services regarding the retrofit of haunches and further evaluation of condition of the topping at the first floor vehicle parking level at the Village of Oak Park (VOP) Public Works Facility at 201 South Boulevard in Oak Park, Illinois. WJE prepared a preliminary report dated April 27, 2010, on the conditions at the cast-in-place wall ledges that support the precast double tee floor system. In that report we concluded that the haunches are not adequate and need to be strengthened and that other conditions needed to be further evaluated. We asked for more documentation to assist in those further evaluations.

Background

Built between 2005 and 2007, the Village of Oak Park Public Works Facility building is roughly 200 feet by 470 feet in overall plan dimensions and is three stories high. Housing the Public Works offices, it serves multiple other functions of the Department of Public Works. The subject of this proposal is the portion of the first floor that was changed from conventional cast-in-place to precast concrete construction late in the design phase as part of a value engineering proposal by M. A. Mortenson Company of Elk Grove Village, Illinois (Mortenson), the general contractor for the project. Spancrete Industries, headquartered in Waukesha, Wisconsin, supplied the double tees and other precast elements supporting the first floor. The Architect and Structural Engineer of record for the facility was Holabird and Root of Chicago, Illinois (H&R).

In our April 2010 report we identified one condition that needs to be strengthened and others that need to be further evaluated. Table 1 below summarizes the progress we have made on those issues and the required next steps, portions of which are addressed in this proposal.

Headquarters & Laboratories—Northbrook, Illinois
Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

Table 1 - WJE Recommendations and Status

Condition	Proposal Status	WJE Progress	VOP Action Needed	Comments
Haunch and wall ledge assessment	First phase of WJE work proposed on December 11, 2009. Accepted by VOP	Completed. Report dated April 27, 2010, submitted	Village reviewed report and proceeded to request additional information from the parties to original construction.	WJE concluded that existing haunches and wall ledges need strengthening; recommended other elements including the topping be evaluated further; and requested further documents.
Bolted-on steel channel haunches supporting tee stems	First subject of this proposal	Strengthening or new support required	Approve this proposal/agreement	WJE found that some added-on steel channels are displaced and that epoxied-in-bolts appear to be loosening and/or were not properly tightened.
Evaluation of topping, bond, cracking and leaking issues	Second subject of this proposal	Preliminary sounding of topping covering the double tees showed apparent poor bonding of the topping to the tops of the double tees.	Approve this proposal/agreement	Bond of the topping may be necessary for proper structural strength and is necessary for durable performance.
Ledges on cast-in-place beams	Covered by WJE September 9, 2010, proposal	Completed. Report submitted on March 3, 2011	Approved by Village on October 10, 2010	Findings indicate limited testing to locate stirrup bottoms is recommended to confirm design was followed and to check 1B20 precast drawings.
Evaluation of precast members for code-required live loads	None proposed to date	Awaiting precast concrete drawings requested July 1, 2010	Village to obtain shop drawings from Mortenson or Spancrete*	The live load used by Spancrete to design the added-on haunches was too little. If design of other members used that load, the elements controlled by truck live loads should be evaluated further.

*Since, July 1, 2010, the Village has attempted to obtain documents that would assist WJE in evaluating various members that would be affected by concentrated axle and wheel loads from truck traffic on the first floor. Thus far WJE has received an additional package from VOP which clarified added stirrups in cast-in-place beams. The precast layout drawing was received in that package but no piece or element drawings were. At this time it does not appear to WJE that the documents that we requested will be forthcoming within the time frame that WJE had envisioned.

At this time, we are not proposing to evaluate any of the other precast members for their load-carrying capacity because we do not have a full set of precast concrete shop drawings and general notes. Determining the strength of the many precast elements and connections without the shop drawings would be time-consuming and expensive. The VOP should continue to endeavor to secure these documents.

Scope of Work

WJE proposes the following:

1. Design strengthening of the existing bolted-on channel haunches that support the double tee stems at the cast-in-place wall ledges.
 - a. Examine a sample of approximately twenty haunches for conditions such as unusual deformation/displacement, loose nuts or bolts, inadequate/non-uniform bearing, and others that would indicate possible reduced load-carrying capacity of the bolted-on channels.
 - b. Review field conditions for interferences like electrical conduits, plumbing piping, and ventilating equipment, and determine how to address interferences in strengthening the haunches.
 - c. Prepare a short letter report summarizing options and recommending an approach to repairing the deficient conditions.
 - d. Review our report and answer questions in a meeting with the VOP.
2. Design a repair for the topping and prepare contract documents to repair topping at select locations where there are large areas of unbounded or severely cracked topping. While construction is taking place, extract samples to investigate the causes of distress in the cast-in-place topping, and recommend a further course of action, if necessary, to address topping performance problems.
 - a. Visually examine and document locations of severe cracking in the cast-in place topping in the double tee areas of the first floor.
 - b. Sound the topping in the double tee areas to locate hollow-sounding areas, or unsound or poorly bonded topping materials (methods will include chain dragging and bar and hammer sounding).
 - c. Document the approximate location and limits of the areas of poorly bonded, hollow-sounding topping for estimating quantities and for definition of scope of repair work.
 - d. Specify repair and replacement of the topping in select locations.
 - e. Structural evaluation to determine if the topping needs to be bonded to achieve composite action with the precast double tees and to support code-required loadings. This will be done for one typical double tee in the largest span as discussed above.
3. After VOP authorization, prepare contract documents for the strengthening and/or addition of new haunches, where necessary, and replacing the topping in unsound areas.
4. Issue contract documents for bidding, receive bids, evaluate the bids, and recommend the lowest qualified bidder for award of the contract.
5. Provide limited construction contract administration services during construction of the strengthening of the haunches and replacement of the selected areas of the topping. Fifteen visits to the site, most of which will include typical construction phase work like that in Item "a" directly below.
 - a. Review submittals, observe construction, answer questions from the contractor, attend progress meetings, review pay requests, and make an inspection at substantial completion.

- b. Monitor the extraction of approximately ten concrete cores by the contractor of the repair project to help WJE evaluate the cause of cracking and poorly bonded topping.
 - c. Examine four of the ten cores for factors related to bond and cracking using petrographic/microscopic techniques (one per ASTM C856, and the others using abbreviated but similar procedures) to aid in evaluation of the performance of the topping concrete.
 - d. Monitor three water tests of the existing topping (performed by the contractor of the repair project but under WJE specification and direction), and evaluate the results of water-tightness of the topping/double tee floor system.
 - e. Evaluate durability of the topped double tee system and recommend repairs and/or maintenance to extend the useful life of the topping/floor system.
6. Submit a written report with a summary of our findings regarding the topping, including: conceptual repair or treatment options, recommendations to treat significant topping conditions found in the evaluation; and an engineering estimate of probable construction cost of the repairs and maintenance.

It should be understood that since parts of the above proposed work include an investigation with an uncertain outcome, conditions may be discovered that require further evaluation or testing. In that case, we would notify the VOP and submit a proposal for further work.

Cost and Schedule

We propose to perform this work on a lump basis. We estimate that the proposed work will cost approximately \$50,500. At this time, we recommend the VOP budget for \$55,000. This would include a contingency of about \$4,500 above the \$50,500 estimated.

After receiving prompt notice to proceed, we estimate completion of the contract documents for the haunch strengthening and select topping replacement by June 30, 2011; bidding during the month of July; review of bids, contract negotiation and award of contract by August 15, 2011; and start of construction at the site around September 1, 2011. We estimate that the remainder of the investigative work can be completed by about September 15, 2011. We will not exceed the above lump sum cost without receiving your written approval to do so.

Requested Assistance by the Village

We anticipate and assume that the Village will cooperate with WJE's field investigation work and lend assistance as follows:

- Allow WJE access to the areas of the first floor and basement, with proper notice in advance by WJE, to perform the work described above (this may require moving vehicles out of spaces where the lift is to be placed and sounding is performed).
- Furnish a man-lift and barricades or similar protection of personnel in a working parking and drive aisle areas (similar to that used earlier) for accessing the double tees bearings and other locations.
- Supply water for the proposed water testing of the floor (and necessary follow-up and clean-up, if water passes through the floor structure to the underlying areas in the test). Water testing by its nature can cause water damage to finished spaces. WJE will use good judgment in monitoring and observing the water test but cannot be responsible for clean-up or damage caused by the water testing.

Terms and Conditions


Our work will be performed in accordance with the attached Terms and Conditions for Professional Services dated October 1, 2009. The enclosed version has been modified by the VOP and was used in our September 7, 2010, agreement and was signed by the VOP on October 8, 2010. The work described above will be performed in 2011 and billed in accordance with our 2011 rate schedule. Our 2011 hourly rates have increased slightly from 2010. A copy of the 2011 rates is enclosed.

If this proposal is acceptable to the Village, please sign and date below and send it back to us via mail or e-mail. We will schedule the work as soon as we receive the signed agreement.

Please call us if you have any questions about this proposal.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Carl A. Peterson, SE
Project Manager and Principal

CAP:mlv
Enclosures

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expanded materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate

schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. ~~Invoices considered past due are subject to any related attorneys fees and collection expenses.~~ WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

within 30 days of

will provide the village with all report test result data and information obtained created a result of services provided however,

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of

Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

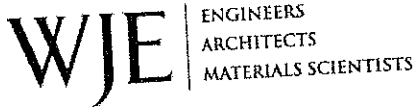
Wiss, Janney, Elstner Associates, Inc.
10 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Schedule of Hourly Time Charges

Professional Staff		Professional Support Staff	
Senior Principal	\$275.00	Senior Specialist	\$120.00
Principal	235.00	Specialist	100.00
Associate Principal	195.00		
Senior Associate	175.00	Senior Technician	\$90.00
Associate III	155.00	Technician II	80.00
Associate II	135.00	Technician I	60.00
Associate I	115.00		

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC



Wiss, Janney, Elstner Associates, Inc.
10 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Via E-mail

May 23, 2011

Mr. John Wielebnicki
Director of Public Works
The Village of Oak Park Public Works Facility
201 South Boulevard
Oak Park, Illinois 60302-2702

Re: Request for Change Order for Added Engineering Services on a Time and Expense Basis
First Floor of the Village of Oak Park Public Works Facility
WJE No. 2009.0710.2

Dear Mr. Wielebnicki:

At the request of the Village of Oak Park (VOP), Wiss Janney Elstner (WJE) is proposing to perform additional investigative and consulting work related to evaluation of the first floor of the Village of Oak Park Public Works Facility located at 201 South Boulevard in Oak Park, Illinois. WJE had provided two reports dated April 27, 2010, and March 3, 2011, on the conditions at the cast-in-place supports of the precast double tee floor system.

In those reports, we recommended follow-up investigative work on a number of items including: the determination of the strength of cast-in-place beams, the strengthening of the cast-in-place ledges and double channel retrofits, and evaluation and repair of the cracking and apparent de-bonding of the topping over the precast double tee floor system.

Added items that increased the originally proposed investigative work were described in our enclosed letter dated May 13, 2011.

You forwarded some additional information including the reinforcing bar shop drawings and the precast detailing of the welded steel embedments supporting the double tee stems at 1B20 and other locations. We have briefly reviewed them and recommend that those documents be examined in more detail and added evaluation work be done related to those elements to determine if the documents can serve to resolve the open questions that remain with regard to the construction of the cast-in-place beams that were the subject of our March 3, 2011, report. Preliminarily, we believe that this information will answer some of the questions we have regarding those beams.

At this time, it is difficult to determine the effort needed to perform the proposed added evaluation. This is because it is uncertain what added work is involved in the investigation and how many meetings that WJE will be asked to attend with the VOP related to the conditions at the first floor. We recommend that we proceed on the added investigative work and related consulting on a time and expense basis until a clearer scope of work can be determined. Our fees will be invoiced on a time and expense basis with our time charges billed in accordance with the enclosed billing rates and in accordance with the enclosed

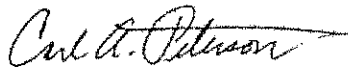
Headquarters & Laboratories—Northbrook, Illinois
Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

Terms and Conditions for Professional Services dated October 1, 2009 (including earlier handwritten markups by the Village on this same project).

If you have any questions about this letter, please feel free to call me.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Carl A. Peterson, SE
Project Manager and Principal

CAP:mlv
Enclosures

Via E-mail

May 13, 2011

Mr. John Wielebnicki
Director of Public Works
The Village of Oak Park Public Works Facility
201 South Boulevard
Oak Park, Illinois 60302-2702

Re: Invoice 0207132 - Added Work beyond Project Limit
Structural Evaluation of the Cast-in-Place Beams Supporting the Precast Sections of the First Floor
Village of Oak Park Public Works Facility
WJE No. 2009.0710.2

Dear Mr. Wielebnicki:

Wiss Janney Elstner (WJE) is requesting that the Village of Oak Park (VOP) authorize payment for additional work related to our evaluation of the cast-in-place beams at the Village of Oak Park Public Works Facility is located at 201 South Boulevard in Oak Park, Illinois. WJE had provided a report on the conditions at the cast-in-place wall ledges that support the precast double tee floor system.

The following added items increased the work above that proposed:

- Review of added documents, drawings, construction documents like RFIs, and responses sent January 13, 2011, for changes related to the cast-in-place beams and thoroughness related to precast connections and elements and topping specification and requirements. We had virtually completed all of our original review based on the original drawings that we were provided.
- Added calculations based on revised conditions primarily related to shear and torsion strengths of 1B19 through 1B24.
- Generation of new conclusions, options, and approaches to address new conditions; the change was mainly added stirrups on the beams of concern. WJE concluded that all except one of the cast-in-place beams now appear to be adequate on a design basis, assuming the design is reflected in the revised drawings and RFIs.
- Revised report to address new conditions in added documents.
 - Recommended a slightly invasive exploratory test (including a slot cut in the bottom of several beams) to view the stirrups directly, which is to be filled with PC grout after inspection) to confirm that the stirrups (specified in a complicated and difficult-to-install pattern) were installed per the revised RFI and related specifications and drawings.
- Generation of alternate approaches to address conditions including:
 - Load testing as an option to address apparently deficient strength, and field checking to determine if built per the revised specifications and drawings.
 - Alternate proposal to address apparently deficient conditions with the bolted-on channels, plates, and unrepaired ledges on cast-in-place walls.

- Prepared for and attended meetings related to the conclusions including meeting on May 9, 2011, at Village Hall.
- Generated draft letters dated March 2011, which were intended to be passed on to Mortenson (and Spancrete, Mortenson's precast sub-contractor who designed the precast elements and connections and floor system through a specified delegated design of that portion of the project) and Holabird and Root to promote their voluntary review and confirmation that the design loads used for the precast and cast-in-place elements were as specified (met IBC and AASHTO requirements as compared to the loads and reactions used in the design of the channel repairs to the ledges).

Also enclosed is a billing back-up that shows the added work associated with the enclosed Invoice No. 0207132. We ask that you review the invoice and attached back-up and pay the invoice. Please let me know if this is not enough information to pay the invoice.

You passed on some additional information including the reinforcing bar shop drawings and the precast detailing of the weldments supporting the tee stems at 1B20. Please let us know whether you want us to proceed on an extra-services basis to evaluate that information, or if you want us to stop and await more direction from the VOP.

If you have any questions about this letter, please feel free to call me.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Carl A. Peterson, SE
Project Manager and Principal

CAP:mlv
Enclosures



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
330 Pflingsten Road
Northbrook, Illinois 60062
847.272.7400 tel | 847.291.9599 fax
www.wje.com

TIN: 36-2757956

Please mail remittance to: P.O. Box 71801, Chicago, Illinois 60694
Invoice Due Upon Receipt

THE VILLAGE OF OAK PARK
PUBLIC WORKS
ATTENTION: ACCOUNTS PAYABLE
201 SOUTH BOULEVARD
OAK PARK, IL 60302-2702

Contact: MR. JOHN P WIELEBNICKI

Date: April 3, 2011
Project No: 2009.0710.1
Invoice No: 0207132

Client No: 066038
Project Mgr: Carl Peterson
Office: Chicago
Phone: (312) 372-0555

Interim Billing

201 SOUTH BOULEVARD, OAK PARK
ADDED WORK ASSOCIATED WITH NEW INFORMATION PROVIDED BY THE VILLAGE ON JAN 13, 2001
ON THE REVISED DESIGN OF THE CAST-IN PLACE BEAMS (IB20, IB21, IB22, IB23 & IB24)

Professional Services through February 27, 2011

Professional Personnel	Hours	Rate	Amount
Principal	18.00	235.00	4,230.00
Associate III	2.50	155.00	387.50
Totals	20.50		4,617.50
Total This Invoice			\$4,617.50

Note A: Evaluating strength of crest in-place beams of first floor

Billing Backup

Monday, April 04, 2011

Wiss, Janney, Elstner Associates, Inc.

Invoice 0207132 Dated 4/3/11

3:12:25 PM

Project 2009.0710.1 201 SOUTH BOULEVARD

Professional Personnel			Hours	Rate	Amount
0035	Peterson, Carl	2/21/11	4.00	235.00	940.00
0035	Peterson, Carl	2/22/11	3.00	235.00	705.00
0035	Peterson, Carl	2/23/11	3.00	235.00	705.00
0035	Peterson, Carl	2/24/11	4.00	235.00	940.00
0035	Peterson, Carl	2/25/11	4.00	235.00	940.00
1150	Chow, Nicholas	1/13/11	2.50	155.00	387.50
Totals			20.50		4,617.50
Total This Invoice					\$4,617.50

Wiss, Janney, Elstner Associates, Inc.

Active

Project: 2009.0710.1 - 201 SOUTH BOULEVARD

Office: Chicago

Project Manager: Carl Peterson 0035

Project Advisor: Donald Meinheit 8236

	<u>Budget</u>	<u>Accumulated Charges</u>	<u>Billed Charges</u>	<u>Unbilled Charges</u>	<u>NonBillable Charges</u>	<u>%</u>	<u>Rem. In Budget</u>	<u>Change Budget To:</u>
Cumms:	0.00	4,617.50	0.00	4,617.50	0.00	0.00	-4,617.50	
Fees:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Expenses:	0.00	4,617.50	0.00	4,617.50	0.00	0.00	-4,617.50	
Total:	0.00	4,617.50	0.00	4,617.50	0.00	0.00	-4,617.50	

Project Realization:

	<u>Billing @ Std.</u>	<u>Realization Rating</u>
Labor:	4,412.50	
Expenses:	0.00	
Total:	4,412.50	104.65

Client Contact Information:

Contact Name: Mr. JOHN P WIELEBNICKI
 Contact Phone: 708.358.5700

Accounts Receivable:

	<u>Balance</u>	<u>Current</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>Over 180</u>
Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Prebill Run Through: 2/27/2011

Info:

Rate Schedule: RATE SCHEDULE 2
 Backup Code: Hrs-S

Project Location: OAK PARK, IL

Notes: Please send invoice cc to: Mr. John P Wielebnicki, The Village of Oak Park, Public Works Facility, Director of Public Works, 201 South Boulevard, Oak Park, IL 60302-2702"

Paying Client Code:

Activity: 01 Investigation // 18 Litigation Support

Material: 02 Cast in Place Concrete // 03 Precast Concrete

Billing Client Code:

Reason For Initiation: 21 Construction Claim

Type Of Facility:

Keywords: Arbitration // Previous client // Public works // Precast substitution for cip // Render opinion // Remediation // Quality

Comments / Special Instructions:

Invoice Format:

Last Invoice: Time & Expense

Lump Sum Fee _____

Time & Expense _____

Lump Sum Fees Plus Expense _____

Invoice Type: Interim _____ Final _____

Include Accounts Receivable Info? N

Include Backup Report? Y

Time Comments? N

Bill _____ See Draft _____ Hold _____ Reason _____

APPROVAL: _____



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Schedule of Hourly Time Charges

Professional Staff		Professional Support Staff	
Senior Principal	\$275.00	Senior Specialist	\$120.00
Principal	235.00	Specialist	100.00
Associate Principal	195.00		
Senior Associate	175.00	Senior Technician	\$90.00
Associate III	155.00	Technician II	80.00
Associate II	135.00	Technician I	60.00
Associate I	115.00		

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate

schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. ~~Invoices considered past due are subject to any related attorneys' fees and collection expenses.~~ ^{within 30 days of} ~~and~~ WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. ^{will} WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever. ^{Sub} ^{provide the} ^{village with} ^{all reports,} ^{test results,} ^{data and} ^{information} ^{obtained or} ^{created as a} ^{result of the} ^{services provide} ^{however, that}

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of

Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

D

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing an Agreement for Legal Services with Raymond L. Heise

Resolution or Ordinance No. _____

Date of Board Action: July 18, 2011

Staff Review:

Village Manager's Office:



Item History (Previous Board Review, Related Action, History):

The Village Attorney formally retired from the Village of Oak Park after 36 years of service on June 24, 2011. This retirement leaves the Law Department with one Assistant Village Attorney who is currently serving as Interim Village Attorney. The Village Manager in conjunction with the Village Board Reinventing Government Committee is reviewing options for filling the position of Village Attorney as well as a review of the structure and resources of the Law Department. Until such time a final decision is made, currently the Law Department is in need of assistance with various issues.

Item Policy Commentary (Key Points, Current Issue, Recommendation):

This contract will allow the Village Manager and Acting Village Attorney to assign work, as needed, to Raymond L Heise for work needed in the Law Department during this transition phase. The contract currently provides an attachment which lists the initial assignments given to Ray Heise and the Village Manager can provide additional assignments as needed and described in Section 3.

Initial assignments include certain pending matters Mr. Heise has been involved with including, redevelopment agreements, specified litigation cases, updates on the handgun ordinance, pending liquor ordinance revisions and drafting the Percent for Art ordinance.

Item Budget Commentary: (Account #; Balance; Cost of contract)

The contract is an hourly rate of \$ 135/hour and will not exceed 599 hours annually. The cost for these services will be paid out of the Law Department budget.

Proposed Action: Approve the Resolution

**RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES WITH RAYMOND L. HEISE**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with Raymond L. Heise for legal services which Agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit A and made a part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of July 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

7/12/2011

AGREEMENT FOR LEGAL SERVICES

Whereas, Raymond L Heise has been employed by the Village of Oak Park as Village Attorney for 36 years; and

Whereas, Raymond L Heise has a wealth of experience, expertise and knowledge about the legal affairs of the Village; and

Whereas, Raymond L Heise will retire from his employment with the Village on June 30, 2011; and

Whereas, the Village desires to utilize Mr. Heise's legal services on a contract basis for the continued benefit of the Village; and

Whereas, Raymond L Heise, in furtherance of his extraordinary commitment to the Village agrees to provide post-retirement legal services on a contractual basis as stated in this agreement.

Now Therefore, the Village of Oak Park and Raymond L. Heise, 1212 Woodbine, Oak Park, IL (Mr. Heise) enter into this agreement for legal services on June 30, 2011.

1. Mr. Heise will provide legal services to the Village of Oak Park on a contract basis from July 1, 2011 until June 30, 2012 at the rate of \$135 an hour. The total amount of services billed during this time period will not exceed 599 hours per year commencing on July 1, 2011.
2. This agreement will be renewable for additional periods of time by written agreement of the parties.
3. Mr. Heise will provide legal services on those projects that are assigned to him in writing, including by email, by the Village Manager or the Acting Village Attorney. The initial projects are listed in Attachment A.
4. Mr. Heise will provide the legal services identified in this agreement using his own resources with regard to office space and equipment, including computer, email,

7/12/2011

telephone and office supplies. However, Mr. Heise will have access to the Village's legal research system via passwords, files and law books as deemed necessary under the protocols of the Village Attorney.

5. Mr. Heise will provide all final work product to the Acting Village Attorney and the Village Manager.
6. Mr. Heise agrees, in addition, to attend those staff meetings and Village Board meetings, including executive sessions, as are requested by the Village Manager or Acting Village Attorney.
7. As a contracted attorney, Mr. Heise will not be considered an employee of the Village, will not be provided with employee benefits, and will not be paid via Village payroll.
8. Mr. Heise will provide invoices for legal services to the Village on a monthly basis which detail the hours worked and the services performed. Services shall be billed in tenths of an hour increments. All bills shall contain a detailed description of the work performed, the date upon which the work is performed, and the time billed for such work. The Village will pay all uncontested portions of those invoices within 30 days of approval.
9. The Village will not reimburse Mr. Heise for any office supply or equipment costs or provide routine office equipment or support services to Mr. Heise, provided however, that the Village agrees to provide incidental word processing, typing and required copying services with regard to the assignments.
10. Either party may terminate this agreement by providing a 30 day written notice to the other.
11. Mr. Heise will provide all original Village documents and all attorney work product to the Village Attorney.

7/12/2011

VILLAGE OF OAK PARK

RAYMOND L. HEISE

Thomas W. Barwin
Village Manager

7/12/2011

ATTACHMENT A

- a. Lake and Forest Redevelopment/Sertus Redevelopment Agreement – prepare an amended Redevelopment Agreement, attend Village Board meetings as necessary related to the project, and prepare amendments to the Planned Development Ordinance.
- b. Advise the Board on TIF related Redevelopment Projects, including the proposed Morningside and Clark Street development proposals. Prepare any necessary documents.
- c. Participate in and monitor the District 200 TIF litigation and advise the Board.
- d. Advise the Board and staff with regard to any proposed handgun ordinance changes. Prepare any recommended ordinance.
- e. Finalize currently pending liquor ordinance changes.
- f. Completion of Percent for Art ordinance

Legal work outside the scope of the projects identified above will be assigned in writing by the Village Manager or Acting Village Attorney. The use of e-mail will be sufficient for this purpose.

P

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

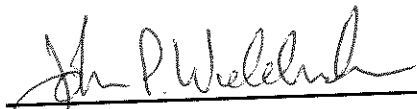
Item Title: Resolution Authorizing a Contract with A&B Landscaping & Tree Service of Riverside, IL for June, 2011 Emergency Storm Damage Clean Up Services in the amount of \$31,920

Resolution or Ordinance No.: _____

Date of Board Action: July 18, 2011

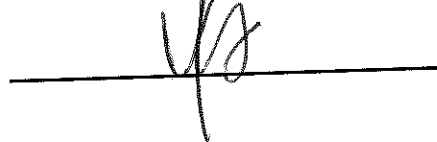
Staff Review:

Public Works Director:



John P. Wielebnicki

Village Manager's Office:



Item History (Previous Board Review, Related Action, History):

On June 22, 2011, the Chicago area was hit with severe storms with high winds and heavy rains which caused widespread tree damage throughout the Village. Village in-house crews and several crews from B. Haney & Sons, the Village's regular tree removal contractor, worked to remove hazardous trees, hanging branches and to pick up brush. Brush from private and parkway trees continued to pile up throughout the Village.

Due to the extent of the tree damage throughout the Village, the Public Works Department, using the Manager's emergency contracting authority, contacted other tree service contractors who have assisted in storm clean up for the Village in the past. Since most of the other communities in the area experienced the same type of damage, a limited number of contractors were available. Staff contacted A&B Landscaping and Tree Service, a local contractor who is our current Landscape Maintenance contractor selected under a formal RFP for those services. A&B has the equipment and manpower necessary to perform emergency storm clean-up and is very familiar with working conditions in Oak Park. They were readily available to assist the Village in this clean up effort as other contractors were working in other communities.

Item Policy Commentary (Key Points, Recommendation, Background):

A&B was able to supply two crews to remove brush Village wide and a crew to pick up tree logs at various locations. This allowed the in-house crews and B. Haney to concentrate their efforts on removing hanging limbs and hazardous trees as well as also pick up brush.

A&B was retained to performed this work under the Manager's emergency spending authority in

order to respond to the immediate needs of the community to remove fallen or hazardous trees and limbs after this storm. The Manager's emergency spending authority is derived from Section 2-6-10 of the Village Code which allows the Village to bypass Board approval when it is in the public interest to immediately respond to an emergency, such as the numerous extreme weather events we have experienced in the past few years.

The contract is being brought before the Board now to formalize this contractor expense. The costs for A&B Services for this week of work total \$31,920.

Item Budget Commentary:

The FY 2011 budget provides a total of \$820,000.00 in account #1001-43800-741-530667 for External Support. This account funds the contract with B. Haney and Sons in the amount of \$500,000.00 for tree removal and storm clean up assistance, including \$100,000.00 for storm clean up. Funds necessary to pay A&B will be deducted from the amount of the B. Haney contract authorization so as not to exceed the previously anticipated amount for these services. The total cost of storm clean up for the storm on June 22, 2011, is approximately \$60,000.00.

The contract with A&B Landscaping and Tree Service for Emergency Storm Damage Clean Up for 2011 shall not exceed \$31,920.00.

Proposed Action: Approve the resolution.

RESOLUTION

AUTHORIZING THE EXECUTION OF A CONTRACT WITH A&B LANDSCAPING & TREE SERVICE OF RIVERSIDE, IL FOR JUNE, 2011 EMERGENCY STORM CLEAN UP SERVICES IN THE AMOUNT OF \$31,920.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with A&B Landscaping and Tree Service of Riverside, Illinois for emergency storm damage clean up services in the amount of \$31,920.00. The contract will conform substantially to the contract attached hereto.

BE IT FURTHER RESOLVED that due to the emergency nature of the service provided, the Village's formal bid process is hereby waived.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18th day of July, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 18th day of July, 2011.

David Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on July 18, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and A&B Landscaping and Tree Services, P.O. Box 344, Riverside, IL 60546, its executors, administrators, successors or assigns (hereinafter "Contractor") for emergency storm damage clean up services.
2. Scope of Services: Provide Storm Damage Debris Pickup and Disposal, consisting of removal of all tree debris and complete parkway street cleanup throughout the Village of Oak Park.
3. Price: The total amount of the services is \$31,920.00
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Teresa Powell
Village Clerk
(Seal)

By _____
Thomas W. Barwin
Village Manager

A&B Landscaping and Tree Service

REVIEWED AND APPROVED
AS TO FORM

JUL 12 2011
[Signature]
LAW DEPARTMENT

By: _____
Signature

Printed Name

Its: _____
Title

Invoice

A & B Landscaping & Tree Service

P.O. BOX 344
Riverside, IL 60546
708-514-0512

Date	Invoice #
6/29/2011	2011-075

Bill To
Village of Oak Park Attn: Jim Semelka 123 Madison St Oak Park, IL 60302-4272

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Wednesday, June 22, 2011	0.00	0.00
	Chipper Truck - 10 hrs @ \$245 per hour	2,450.00	2,450.00
	Chipper Truck - 10 hrs @ \$140 per hour	1,400.00	1,400.00
	Hi Ranger Bucket Truck - 10 hrs @ \$245 per hour	2,450.00	2,450.00
	Loader - 10 hrs @ \$140 per hour	1,400.00	1,400.00
	Thursday, June 23, 2011	0.00	0.00
	Chipper Truck - 9.5 hrs @ \$245 per hour	2,327.50	2,327.50
	Chipper Truck - 9.5 hrs @ \$140 per hour	1,330.00	1,330.00
	Hi Ranger Bucket Truck - 9.5 hrs @ \$245 per hour	2,327.50	2,327.50
	Loader - 9.5 hrs @ \$140 per hour	1,330.00	1,330.00
	Friday, June 24, 2011	0.00	0.00
	Chipper Truck - 10.5 hrs @ \$245 per hour	2,572.50	2,572.50
	Chipper Truck - 10.5 hrs @ \$140 per hour	1,470.00	1,470.00
	Hi Ranger Bucket Truck - 10.5 hrs @ \$245 per hour	2,572.50	2,572.50
	Loader - 10.5 hrs @ \$140 per hour	1,470.00	1,470.00
	Monday, June 27, 2011	0.00	0.00
	Chipper Truck - 10.5 hrs @ \$245 per hour	2,572.50	2,572.50
		Total	

A & B Landscaping & Tree Service

P.O. BOX 344
 Riverside, IL 60546
 708-514-0512

Invoice

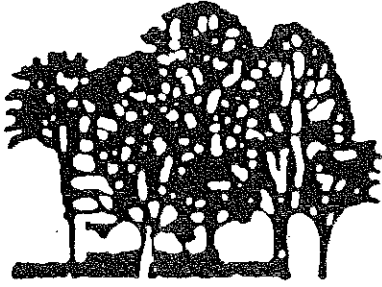
Date	Invoice #
6/29/2011	2011-075

Bill To
Village of Oak Park Attn: Jim Semelka 123 Madison St Oak Park, IL 60302-4272

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Tuesday, June 28, 2011	0.00	0.00
	Chipper Truck - 10 hrs @ \$245 per hour	2,450.00	2,450.00
	Chipper Truck - 10 hrs @ \$245 per hour	2,450.00	2,450.00
	Hi Ranger Bucket Truck - 2 hrs @ \$245 per hour	490.00	490.00
	Wednesday, June 29, 2011	0.00	0.00
	Chipper Truck - 3.5 hrs @ \$245 per hour	857.50	857.50
		Total	\$31,920.00

A & B LANDSCAPING AND TREE SERVICE



- ARBORIST
- ARCHITECTS
- CONTRACTORS
- LAWN MAINTENANCE
- FIREWOOD
- SNOWPLOW

P.O. BOX 344 • RIVERSIDE, ILLINOIS 60546 • (708) 447-6902 • FAX (708) 447-2449

June 22, 2011

Equipment Price List for Emergency Callout Services;

- Chipper Truck - \$245 / per hour
- Chipper Truck - \$140 / per hour
- Hi Ranger Bucket Truck - \$245 / per hour
- Loader - \$140 / per hour