



TENTATIVE A g e n d a
President and Board of Trustees
Tuesday, September 18, 2012
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 Collective Bargaining, Litigation and Sale of Property 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 – Regular Village Board Meeting of September 4, 2012 and Special Village Board Meeting of September 10, 2012**
- VII. **Non-Agenda Public Comment – *Please refer to instructions above.***
- VIII. **Village Manager Reports**
- IX. **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.
- X. **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.
- XI. **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.

Community Design Commission – Lindsay Salvatore, Appoint as Member
Historic Preservation Commission – Joerg Albrecht, Reappoint as Member
Liquor Control Review Board – Jane Miller, Appoint as Member

- XII. **Second Reading**
 - B. **Second Reading of Ordinance Amending Section 4-1-6 of the Village Code Entitled “Village Ambulance Services; Fees”**
Overview: The Fire department is recommending raising the ambulance fees to remain in line with rising costs to provide this service. Since 2009 labor and vehicle costs have risen substantially. The current fees that we charge are on the 50th percentile of the 128 Chicagoland municipalities polled in the most recent Naperville survey, and our fees are near the bottom of the towns surveyed by the N.W. Municipal League this spring. Based upon our profile, our ambulance billing company predicts a \$100 increase in all our categories of transport will net approximately \$90,000 annually.
- XIII. **Regular Agenda**
 - C. **Ordinance Amending Section 4-1-6 of the Village Code Entitled “Village Ambulance Services; Fees”**
Overview: The Fire department is recommending raising the ambulance fees to remain in line with rising costs to provide this service. Since 2009 labor and vehicle costs have risen substantially. The current fees that we charge are on the 50th percentile of the 128 Chicagoland municipalities polled in the most recent Naperville survey, and our fees are near the bottom of the towns surveyed by the N.W. Municipal League this spring. Based upon our profile, our ambulance billing company predicts a \$100 increase in all our categories of transport will net approximately \$90,000 annually.

- D. Overview and Discussion of Madison Street TIF**
Per the direction at the April 2, 2012 Regular Meeting, the Board asked for a specific discussion regarding the Madison Street TIF prior to making a decision on streetscape for Madison Street.
- E. Motion to Approve Application for the Urban Sustainability Directors Network (USDN) Founders Network Sustainability Grant with the Oak Park River Forest (OPRF) Community Foundation**
Overview: Staff asks that the Board select one of the three suggested sustainability programs that would further the Village's goals under PlanItGreen, and direct staff to co-apply with the OPRF Community Foundation for the USDN Founders Network Sustainability Grant. If the grant application is successful, a fund will be created to help implement the selected program.
- F. Motion to Refer an Application For Special Use Permit From Oak Leaf Academy LLC., to Operate a Day-Care Center at 206-208 S. Marion Street to the Zoning Board of Appeals to Hold a Public Hearing**
Overview: 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 7:00 a.m. to 6:00 p.m. Monday-Friday. The applicant is proposing to have four classrooms. According to the applicant there are five on-site parking spaces available, exceeding the Zoning Ordinance requirement for on-site parking for this proposal. According to the application, at capacity Oak Leaf Academy could hire approximately fourteen (14) employees and could enroll a maximum of 83 children based on the size of the space.
- N. Ordinances and Resolutions Related to the Sale of the Residential Retail and Townhouse Parcels in the Harlem-Ontario Mixed-Use Development (commonly known as the Whiteco Development)**
Overview: These items relate to the pending sale of the Residential, Retail and Townhouse Parcels in the Whiteco Development to OPP Apartments LLC. Included in this approval process are the transfer of property to the Village and an agreement which requires Whiteco to complete repairs the western expansion of the Holley Court Garage.
- 1. Ordinance Authorizing The Approval of The Sale of The Residential, Retail And Townhouse Parcels of The Harlem-Ontario Mixed Use Development by WR XXIV, LLC To OPP Apartments LLC.**
 - 2. Ordinance Authorizing the Execution of a Certificate of Completion and Partial Termination and Release of the Amended and Restated Redevelopment Agreement and Authorizing the Execution of an Amended and Restated Operating Easement Agreement Related to the Harlem-Ontario Mixed Use Development**
 - 3. Ordinance Authorizing Acceptance of Title to Certain Real Property**
 - 4. Resolution Authorizing the Execution of a Warranty and Repair Agreement**

5. **Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate Related to the Harlem Ontario Mixed Use Development.**

XIV. Consent Agenda

- G. **Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement by and between the Village of Oak Park and the Chicago Transit Authority for CTA Detail Police Officers**
Overview: Since September 1990, the Village has entered into an Intergovernmental Cooperation Agreement with the Chicago Transit Authority to provide off-duty Oak Park Police Officers to CTA to enhance the security of property, passengers and employees. The CTA is proposing a 3 year Intergovernmental Agreement in the amount of \$264,951.00 so that the Department can continue to provide safety and security services.
- H. **Motion Authorizing the Release of the 2013 Draft Action Plan of CDCAC Award Recommendations for a 30-Day Public Comment Period**
Overview: The Board is being asked to make a motion to release the 2013 Action Plan for a 30-day public comment period. The Action Plan identifies the local community organizations and activities selected by the Village to receive PY2013 HUD CBDG and ESG funds. These activities promote the goals and strategies of the Village's federal Five-Year Consolidated Plan.
- I. **Ordinance Authorizing the Execution of the Micro Loan Program Agreement with the Oak Park Development Corporation and Participating Banks**
Overview: As a result of the Board's discussion of the current parameters of the Village's participation in the Micro Loan Program facilitated through OPDC at the May 21st, 2012 Regular Board Meeting negotiations between Village OPDC Staff have been entered into to revise the program parameters to conform to the Board's stated instructions. The program as presented for review and approval by the Board sets Village's exposure to \$25,000 maximum per loan with an overall exposure for the Village of \$150,000 in total at any one time.
- J. **Ordinance Amending and Correcting Staff Titles in §2-1-7 of the Municipal Code**
Overview: This item is a technical correction to Section 2-1-7 of the Municipal Code to correctly identify the Deputy Village Manager as an officer of the Village.
- K. **Resolution Approving the Selection of Corporate Benefits Consultants, Inc. (CBC) as the Insurance Broker for 2013 Insurance Plans (Health, Dental and Life) and Administrative Services Related to COBRA Administration and IRS Section 125 Plans for Village Employees and Employee's of Agencies Covered Under the Village's Insurance Plans**
Overview: This is an agreement for insurance broker services to assist the Village in administering its insurance and benefits program.
- L. **Resolution Declaring a Distribution of \$3,447,439.15 in Tax Increment Revenues from the Downtown TIF District to Taxing Districts Based Upon 2011 Tax Rates**

Overview: This item declares a surplus distribution as determined by the most recent meeting of representatives of the three entities and fulfils the Village's current obligation as it relates to the 2011 agreement.

M. Resolution Authorizing a Professional Services Agreement with Wiss, Janney, and Elstner Associates, Inc., for Ongoing Consulting Engineering Services at the Holley Court Parking Garage in an Amount not to Exceed \$21,000 and Waiving the Bid Process

Overview: Whiteco Residential LLC will now be completed the remainder of the repairs on the Holley Court Garage expansion. As such the Village will need to continue the services of WJE to make sure the final plans and repair work to the remaining levels of the garage are acceptable to the Village.

P. Resolution Authorizing a Subordination of Lien, BPIP-002

Overview: The loan recipient is requesting a subordination of their Barrie Park Investment Program loan mortgage to a new first mortgage. The Village remains secure in junior position on the title.

O. Motion to Approve the Bills in the Amount of \$843,192.54 for the Week Beginning September 3rd through September 14th

Call to Board and Clerk

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*.

**Citizen Boards and Commissions
Vacancies**

UPDATED: 9/10/2012

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BOARD OF HEALTH	7	0	0	0
BUILDING CODES ADVISORY COMMISSION	9	2	0	2
CITIZEN INVOLVEMENT COMMISSION	9	0	0	0
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	1	1
CIVIC INFORMATION SYSTEMS COMMISSION	7	0	0	0
COMMUNITY DESIGN COMMISSION	13	1	0	1
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	3	0	3
COMMUNITY RELATIONS COMMISSION	9	1	0	1
DISABILITY ACCESS COMMISSION	7	1	0	1
ENVIRONMENT & ENERGY COMMISSION	9	1	0	1
FARMERS MARKET COMMISSION	11	3	0	3
FIRE AND POLICE COMMISSION	3	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	0	0	0
LIQUOR CONTROL REVIEW BOARD	5	1	0	1
PLAN COMMISSION	9	1	0	1
PUBLIC ART ADVISORY COMMISSION	11	2	0	2
TRANSPORTATION COMMISSION	7	1	0	1
ZONING BOARD OF APPEALS	7	3	0	3
TOTAL	150	20	1	21

Bolded CBACs need members

CHAIR EXPIRATION DATE

BUILDING CODES ADVISORY COMMISSION	9/7/2008	(2nd Term)
CITIZEN INVOLVEMENT COMMISSION	1/19/2013	(1st Term)
CITIZEN POLICE OVERSIGHT COMMITTEE	10/17/2012	(1st Term)
LIQUOR CONTROL REVIEW BOARD	2/5/2013	(2nd Term)
COMMUNITY RELATIONS COMMISSION	3/22/2013	(1st Term)
ENVIRONMENT & ENERGY COMMISSION	9/7/2013	(1st Term)
PLAN COMMISSION	9/18/2013	(2nd Term)
FARMERS MARKET COMMISSION	2/4/2014	(2nd Term)
FIRE AND POLICE COMMISSION	2/7/2014	(2nd Term)
COMMUNITY DESIGN COMMISSION	5/16/2014	(1st Term)
DISABILITY ACCESS COMMISSION	6/6/2014	(1st Term)
CIVIC INFORMATION SYSTEMS COMMISSION	8/4/2014	(1st Term)
TRANSPORTATION COMMISSION	11/7/2014	(1st Term)
HEALTH, BOARD OF	12/5/2014	(1st Term)
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	2/6/2015	(1st Term)
HISTORIC PRESERVATION COMMISSION	4/20/2015	(2nd Term)
HOUSING PROGRAMS ADVISORY COMMITTEE	5/11/2015	(2nd Term)
PUBLIC ART ADVISORY COMMISSION	5/11/2015	(2nd Term)
ZONING BOARD OF APPEALS	7/18/2016	(1st Term)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

B+C

Item Title: Second Reading of Ordinance Amending Section 4-1-6 of the Village Code Entitled "Village Ambulance Services; Fees", and Adoption of Ordinance Section 4-1-6 of the Village Code Entitled "Village Ambulance Services; Fees."

Resolution or Ordinance No. _____

Date of Board Action: September 18, 2012

Staff Review:

Department Director Name: Fire Chief Tom Ebsen

Village Manager's Office: _____

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

Ambulance fees are charged by the Village for services provided by the Oak Park Fire department when they are dispatched on emergency medical calls within the village. The fee structure has four components based upon the level of emergency medical service (EMS) provided, and whether the patient is a resident or nonresident of the village. There are two levels of EMS service: Basic life support (BLS) covers assessment, and basic treatment procedures such as oxygen, bandaging, and limb immobilization. Advanced life support (ALS) covers the same, and in addition, more advanced treatments such as EKG's, intravenous lines, drug administration, and intubation. The current ambulance fees were established in 2009: Resident BLS \$400, Resident ALS \$700, Nonresident BLS \$ 600, Nonresident ALS \$900.

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

Since the last fee structure was set in 2009 there have been significant cost increases in providing the ambulance service. The major two components of providing the service are labor costs and vehicle maintenance. The 2009 fees were based upon 2005 labor costs due to a protracted contract negotiation process that did not get settled until 2010. Our labor costs today are 20% higher than in 2005. In addition, fuel, maintenance, and the cost of new ambulances have also increased by 20%. Since 2010 new ambulances are required to have exhaust emission control systems that provide clean exhaust. To accommodate the new exhaust equipment, ambulance chassis had to be redesigned and lengthened.

To help determine the new rates we utilized the Naperville 2010 Ambulance Fee Survey which polled 128 Chicago metro municipalities for their ambulance fees, and the 2012 West Suburban Municipal Conference survey on ambulance fees. Our target fee for each category was the 66th percentile of the 128 agencies listed in the Naperville survey. This figure (66%) is slightly above average on a normal bell curve, but still within the range of one standard deviation from average. Using the 66% as our guide the proposed new rates are:

Resident BLS \$500, Resident ALS \$800

Nonresident BLS \$700, Nonresident ALS \$1000
Recommendation is to approve the new ambulance fees.

The Village Board held a First Reading on this proposed ordinance on September 4, 2012.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

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

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

1. Keep the current fees. The positive implication is keeping the cost of our ambulance service stable to our citizens. The negative implications are that the costs to provide ambulance service continue to rise every year.
2. Raise the fees. The positive implication is that the Village expenses to provide ambulance service will keep pace with the revenue. Negative implications are the possibility of citizen push-back if the raises are perceived as too severe or inappropriate. The proposed rate increases will move the VOP from average to just above average compared to 128 Chicagoland municipalities. The new rates are well within acceptable insurance guidelines. Medicare and Medicaid pay flat rates for ambulance service and will not be affected by the proposed raises.

Proposed Recommended Action: Second reading and Adoption of the Ordinance.

**ORDINANCE AMENDING SECTION 4-1-6
OF THE VILLAGE CODE ENTITLED
"VILLAGE AMBULANCE SERVICES; FEES"**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Illinois, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: That Section 4-1-6 of the Village Code entitled "Village Ambulance Services; Fees" shall be amended to read as follows:

4-1-6: VILLAGE AMBULANCE SERVICES; FEES:

The ambulance services of the Oak Park Fire Department shall convey or cause to be conveyed a sick or injured person, in emergency cases, only from the place within the Village where such individual was overcome by sickness or from the scene of an accident within the Village in which he or she was injured to the nearest hospital in the Village, selected by the patient or legal guardian, or the nearest hospital which specializes in treating certain illnesses, or injuries or patients as and when necessary. The above limitations shall not apply to Fire Department ambulances when assisting other municipalities in emergency situations.

A base fee for residents and nonresidents for basic life support ambulance services and advanced life support ambulance services shall be charged to all recipients of ambulance services provided by the Oak Park Fire Department, and all recipients of ambulance services hereunder who have insurance for such services shall promptly submit a claim therefore to their insurance company to reimburse the Village for such fee.

Ambulance charges for Medicare and Medicaid recipients shall be processed in accordance with current Federal regulations. In the event that charges for ambulance services exceed the Medicare/Medicaid reimbursement and create a gap in the recoverable charges, the outstanding charges shall be handled and documented as "write-offs" and be reflected in the quarterly and annual reports received from the Village of Oak Park's ambulance billing vendor.

In addition to the base fee as provided above for the provisions of ambulance service, additional fees shall be assessed to residents and nonresidents for specified services provided by the Oak Park Fire Department in accordance with the following fee schedule:

Charge Type	Resident Fee		Nonresident Fee	
Basic life support ambulance service base fee	\$400.00 500.00		\$600.00 700.00	
Advanced life support ambulance service base fee	700.00 800.00		900.00 1,000.00	
ALS refusal	300.00		400.00	
Citizen assist	300.00		400.00	
Mileage	15.00	per mile	15.00	per mile
Extrication	400.00		500.00	
Mortuary service	225.00		300.00	

Definitions:

ALS REFUSAL: An advanced life support response where at least one advanced life support procedure or piece of equipment is performed or used and the patient signs a refusal for further services and/or transport to a medical facility.

ADVANCED LIFE SUPPORT SERVICE: An emergency life saving procedure that consists of the use of advanced medical equipment, cardiac monitoring, defibrillation, the maintenance of an intravenous life line, or the infusion of appropriate medications.

BASIC LIFE SUPPORT SERVICE: An emergency procedure that consists of the recognition and treatment of injuries and ailments without the use of advanced medical instruments and supplies.

CITIZEN ASSIST: A service call response for the same individual that exceeds three (3) calls for service within a three (3) consecutive month period.

EXTRICATION: A charge for the use of mechanical or hydraulic devices necessary to remove an entrapped patient.

MILEAGE CHARGE: A charge per mile from the patient pick up location to the hospital facility patient is transported.

MORTUARY SERVICE: A charge to provide transport of an expired patient to a mortuary facility.

SECTION 2: 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 17th day of September 2012, pursuant to a roll call vote as

follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 17th day of September 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Published by me in pamphlet form this _____ day of _____
2012.

Teresa Powell
Village Clerk

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

D

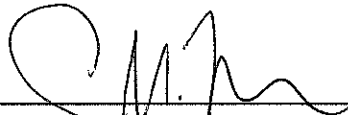
Item Title: Overview and Discussion of the Madison Street TIF

Resolution or Ordinance No. _____

Date of Board Action: *September 18^h, 2012*

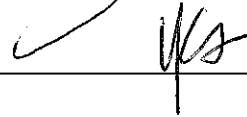
Staff Review:

Department Director Name:



Craig M. Lesner, Chief Financial Officer

Village Manager's Office:



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

The purpose of this Discussion Item is limited to the financial history of the Madison TIF and as a part of the discussion staff will provide a qualitative overview of the financial activity of the Madison TIF to date. Further, the purpose of reviewing the financial history of the Madison TIF is to provide the Village Board will information for future decision making related to Madison TIF expenditures and the FY13 Budget.

Related to the Madison Street Corridor Plan and public infrastructure in the corridor, staff notes that on November 22, 2010, the Village Board approved a contract with Altamanu to prepare streetscape design scenarios for Madison Street. The Board also appointed an ad-hoc committee to work with staff and the consultant to conduct public meetings and develop draft concepts for presentation to the Village Board. Members of the ad-hoc committee for the Madison Street streetscape design included, the Madison Street Business Association, Madison Street Coalition, the Park District of Oak Park, Oak Park Residence Corporation, School District 97, BALANCE (resident group), Oak Park Rush Hospital, Oak Park Development Corporation, Neighbors for Madison Renewal (resident group), resident-at-large, US Bank, and various staff members.

After a year of developing options, the ad-hoc committee made a presentation to the Board on November 28, 2011. The Board provided feedback to the committee and a follow-up meeting with the Village Board was held on April 2, 2012.

As a result of the meeting on April 2, 2012, the Board requested staff to provide more detail as to the historical and projected finances of the TIF prior to making a decision on streetscape since the primary funding source of the streetscape is the Madison Street TIF.

In addition, on Monday September 10, 2011, the Park District of Oak Park and School District 97 presented a request to the Village Board to explore moving their administrative functions to a new facility in the parking lot of Village Hall at 123 Madison which is within the Madison TIF. The Village Board directed staff to work with the Park District and School District 97 to explore and report back regarding this potential collaboration which would support the goals of the Madison Street Corridor Plan. It was proposed by District 97 that this review and report be concluded by December 1, 2012.

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

Per the direction of the meeting on April 2, 2012, staff prepared a presentation of a pro-forma analysis of the Madison Street TIF. It shows revenue and expense detail going back to the originating year and projects out to the final year. For historical years, the data reflects information as provided in the Comprehensive Annual Financial Report (CAFR) issued each year by the Village as a component of the annual audit process.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

NA

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

NA

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

No action is proposed as a part of this item, as it is a discussion only.

Proposed Recommended Action: Discussion Only.

ATTACHED MEMO IS
PROVIDED FOR
BACKGROUND
INFORMATION ONLY

NO DECISION ON THE
MADISON STREET
STREETSCAPE IS
SCHEDULED FOR THIS
MEETING



MEMORANDUM

COPY

DATE: March 23, 2012
TO: Cara Pavlicek, Interim Village Manager
FROM: Craig Failor, Village Planner
Re: **Madison Street – Infrastructure Enhancement Project**

At their November 22, 2010 meeting, the Village Board approved a Resolution Authorizing the Execution of a Contract with *Altamanu, Inc.* to Prepare Streetscape Design Scenarios for Madison Street in an amount not to exceed \$100,000 for Phase 1. This Consultant began work on this project in December 2010.

In early December staff recommended, and the Board supported, a Committee that consisted of the Madison Street Coalition members as well as various staff for a total of seventeen (17) members. They are as follows: Dennis Marani, Madison Street Business Association and Chairperson of the Madison Street Coalition; Gary Balling, Park District of Oak Park; Ed Solan, Oak Park Residence Corp.; Therese O’Neill, School District 97; Michele Kruegel, BALANCE (resident group); Jim Kaese, Oak Park – Rush Hospital; Sara Faust, Oak Park Development Corp.; Bill Murphy, Neighbors for Madison Renewal (resident group); Rebecca Paulson, Resident-at-large; Eric Thompson, U. S. Bank; Craig Failor, Village of Oak Park –Planning; Loretta Daly, Village of Oak Park –Business; John Wielebnicki, Village of Oak Park –Public Works; Jim Budrick or Lori Brown, Village of Oak Park – Engineering; K.C. Poulos, Village of Oak Park –Sustainability; Doug Kaarre, Village of Oak Park – Historic Preservation; Tom Barwin, Village of Oak Park – Manager. Generally, this Committee met each month, sometimes twice a month throughout the process until such a time the Consultants had a final product.

The Committee along with the Consultant held two public input meetings held at Julian Middle School in May and June 2011. Approximately 2, 500 postcards were mailed to property and business owners along the corridor. Prior to that, the Consultants presented to the Madison Street Business Association in April 2011. Also in April 2011 the Village staff submitted for a CMAQ (Congestion Mitigation and Air Quality) grant through CMAP (Chicago Metropolitan Agency for Planning) for proposed bike lanes. In July we were informed that CMAP has released their recommendations for CMAQ grants for 2012 through 2016. The Village has been awarded \$570,000 for bike lanes along Madison Street between Home Avenue and Lombard Avenue. The Village’s share of this project would be 20%.

On November 28, 2011, the consultants, staff, and steering committee presented their findings and recommendations for street modifications. The modifications include the complete streets concept adopted by the Village Board in October 2010, a road diet where five lanes (including a landscaped median strip and turn lanes) would be reduced to three lanes (including a center turn lane) with bike lanes, as well as streetscape amenities. The

streetscape amenities include trees, new pedestrian street lighting, furniture, sidewalks and crosswalk enhancements. At this meeting the Village Board had several questions for staff and the consultants from this meeting. The responses were provided in early December 2011.

The Consultant has incorporated the Complete Streets concept into their streetscape recommendation for Madison Street. The Complete Streets concept is to provide equal opportunity to all modes of transportation which includes bicycling, vehicular, walking, public transportation in order to reduce traffic congestion while improving air quality and in general quality of life. The Consultants also introduced the concept of a "Road Diet" for this project which reduces the number of travel lanes in order to promote better mobility, better access for pedestrians, bicyclists, and transit riders. Road diets can also reduce accidents counts and extreme speeds and make shopping / doing business more comfortable. Public reaction was mixed. The attached emails represent similar concerns, such as creating more traffic in adjacent neighborhoods, the need for a wider roadway for quick trips from one end of Madison Street to the other, the need for more parking for businesses. Those in favor suggest the new street would improve safety for children as many cross Madison Street, a safer street for bicyclists, more green space, etc. The Madison Street Business Association met with the consultants to hear their recommendation. The reaction was positive.

The Committee narrowed their recommendation to two scenarios. The physical difference between the two scenarios is the placement of the bicycle lanes. One option is to provide a "protected" lane placed between the parked car and sidewalk. The other option is to place the lane along side the travel lane adjacent the on-street parking lane. This option incorporates a wider bike lane to accommodate space for the opening of parked vehicle doors. The Committee, after several meetings, discussions, reviews, supports the proposed streetscape designs which incorporate the Complete Streets concept, a Road Diet, removal of the planted center median and including a buffered bicycle lane.

Attached to this cover are three cost estimates from our consultants breaking down each element of the project by item and section of the roadway.

- **ALTERNATE 1:** The total estimated cost is \$6,897,434. This includes engineering and contingency. *Utilize available TIF funds to improve the corridor by installing only selected amenities such as trees, new pedestrian lighting, street furniture, planters, crosswalks, refuge islands, etc. from Harlem Avenue to Austin Boulevard.*
- **ALTERNATE 2:** The total estimated cost is \$15,114,810. This option includes an on-street bike lane. This includes engineering and contingency. *Utilize TIF funds and bonding options. Improve corridor by moving parking curbs, adding bike lanes and remove center medians plus amenities as mentioned in Alt 1.*
- **ALTERNATE 2a:** For improvements from Harlem to Oak Park only is estimated at \$5MM. *Utilize available TIF funds to improve corridor - Leveraging them when possible. Improvements from Harlem to Oak Park Avenue [Phase 1] only could be implemented upon final engineering completion and construction bidding.*
- **ALTERNATE 3:** The total estimated cost is \$17,327,485. This option includes a protected bike lane. This includes engineering and contingency. *Utilize TIF funds and bonding options. Improve corridor by moving parking curbs, adding bike lane from Home Avenue to Oak Park Avenue, a buffered bike track from Oak Park to Lombard, and remove medians plus amenities as mentioned in Alt 1.*

- ALTERNATE 4: Do nothing. This would allow the corridor to remain as is with no improvements.

NOTE: With Alternatives 1 or 4, installation of a bike lane would not be recommended.

At this time, it has been determined that TIF availability is approximately \$7.7MM. The Village Board will need to determine how this funding and any other funding can support the proposed project, if so desired. If full redevelopment is considered, additional funding sources will need to be identified, such as municipal bonds. As mentioned above, the Village has been awarded \$570,000 for bike lane improvements along Madison Street between Home Avenue and Lombard Avenue. The Village's share of this project is 20% (\$114,000). Keep in mind that the above-mentioned alternates do not include any necessary underground utility improvements or potential contamination remediation. The Village has budgeted \$9.3MM this year for utility upgrades. An additional meeting will be scheduled later this month or next month regarding a more detailed discussion regarding financing and TIF opportunities.

If you have any questions, please contact me at your convenience.

Att - public comments, presentation materials, and preliminary cost estimate

Madison Street TIF

Analysis under current 1995 Settlement Agreement

TIF Year	Fiscal Year	REVENUES				2007 Amendment		EXPENSES					CAFR STATS/PROJECTIONS							
		Beginning Balance	Property Taxes	Interest Income	Miscellaneous	Total	Obligation	Remainder	Personnel & Benefits	Materials and Supplies	Contractual Services	Capital	Total	Transfers	Prior Period Adjustment	Ending Balance	Cash Balance	Due from Other Funds	Prop. Held for resale	Remainder
0	1995	0	0	0	0	0		0	0	588,288	0	588,288	0	0	(588,288)	0	0	0	0	(588,288)
1	1996	(588,288)	97,171	5,138	726,256	828,565		0	0	81,712	0	81,712	0	0	158,565	158,565	0	0	0	0
2	1997	158,565	505,923	16,066	0	521,989		0	0	25,038	0	25,038	0	0	655,516	655,516	0	0	0	0
3	1998	655,516	487,285	32,730	0	520,015		0	0	149,867	0	149,867	(104,938)	0	920,726	940,726	0	0	0	(20,000)
4	1999	920,726	415,466	43,090	0	458,556		3,120	40	162,971	0	166,131	(105,288)	0	1,107,863	1,109,082	0	0	0	(1,219)
5	2000	1,107,863	529,705	71,549	0	601,254		30,228	903	195,405	0	226,536	(115,250)	0	1,367,331	1,368,688	0	0	0	(1,357)
6	2001	1,367,331	477,043	49,608	0	526,651		23,391	2,478	179,350	2,036	207,255	(129,550)	0	1,557,177	1,376,475	0	200,207	0	(19,505)
7	2002	1,557,177	589,776	14,856	0	604,632		46,448	4,135	236,893	2,372	289,848	(123,800)	0	1,748,161	294,159	0	1,501,000	0	(46,998)
8	2003	1,748,161	1,099,916	1,378	0	1,101,294		34,696	3,038	229,384	105,327	372,445	(118,000)	0	2,359,010	912,304	0	1,501,000	0	(54,294)
9	2004	2,359,010	1,130,576	2,338	42,235	1,175,149		18,222	2,510	399,867	1,638,594	2,059,193	(112,104)	0	1,362,862	0	0	1,501,000	0	(138,138)
10	2005	1,362,862	1,244,174	745	0	1,244,919		20,136	437	643,611	56,541	720,725	0	1,500,838	3,387,894	0	0	4,159,034	0	(771,140)
11	2006	3,387,894	2,180,354	1,426	0	2,181,780		18,101	14,593	568,021	282	600,997	0	450,000	5,418,677	616,256	200,000	4,159,034	443,387	0
12	2007	5,418,677	2,044,222	52,668	0	2,096,890		21,387	434	704,310	5,127	731,258	0	0	6,784,309	1,949,392	85,028	4,159,034	590,855	0
13	2008	6,784,309	2,186,685	10,117	2,060	2,198,862		0	0	3,026,285	9,965	3,036,250	(44,000)	0	5,902,921	0	1,490,607	4,159,034	253,280	0
14	2009	5,902,921	2,773,672	29,007	17,925	2,820,604		0	0	719,388	0	719,388	(14,675)	0	7,989,462	3,327,480	450,000	3,708,034	503,948	0
15	2010	7,989,462	2,550,087	13,952	44,175	2,608,214		0	0	806,157	0	806,157	0	0	9,791,519	961,355	4,493,608	3,708,034	628,522	0
16	2011	9,791,519	2,337,214	11,283	44,175	2,392,672	2,370,000	22,672	0	0	777,263	0	777,263	0	11,406,928	4,763,680	2,700,000	3,708,034	235,214	0
17	2012	11,406,928	2,745,708	13,255	44,175	2,803,138		0	0	2,745,708	0	2,745,708	0	0	11,464,358	7,521,110	0	3,708,034	235,214	0
18	2013	11,464,358	2,823,365	13,630	44,175	2,881,170		0	0	2,823,365	0	2,823,365	0	0	11,522,163	7,578,915	0	3,708,034	235,214	0
19	2014	11,522,163	2,902,188	14,010	44,175	2,960,373		0	0	2,902,188	0	2,902,188	0	0	11,580,348	7,637,100	0	3,708,034	235,214	0
20	2015	11,580,348	2,982,192	14,397	44,175	3,040,764		0	0	2,982,192	0	2,982,192	0	0	11,638,920	7,695,672	0	3,708,034	235,214	0
21	2016	11,638,920	3,063,397	14,789	44,175	3,122,360		0	0	3,063,397	0	3,063,397	0	0	11,697,884	7,754,636	0	3,708,034	235,214	0
22	2017	11,697,884	3,145,819	15,187	44,175	3,205,181		0	0	3,145,819	0	3,145,819	0	0	11,757,245	7,813,997	0	3,708,034	235,214	0
23	2018	11,757,245	3,229,478	15,590	44,175	3,289,244		0	0	3,229,478	0	3,229,478	0	0	11,817,011	7,873,763	0	3,708,034	235,214	0

25% Distribution per 1995 SA

E

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Approve Application for the Urban Sustainability Directors Network (USDN) Founders Network Sustainability Grant with the Oak Park River Forest (OPRF) Community Foundation.

Resolution or Ordinance No. _____

Date of Board Action: *September 18, 2012*

Staff Review: K.C. Poulos, Sustainability Manager

Sustainability Manager:

K.C. Poulos

Village Manager's Office:

WS

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

Following a process initiated in 2010 under Oak Park River Forest Community (OPRF) Foundation leadership, a taskforce comprised of community stakeholders and village officials representing both Oak Park and River Forest created an environmental sustainability plan titled "PlanItGreen", which was adopted by the Oak Park village board in July 2011.

PlanItGreen identified local baseline metrics associated with climate change and urban sustainability, developed associated improvement goals, and established supporting targets. A variety of impactful implementation strategies have been authorized by the village board, including, among others: Community Choice Aggregation purchase of 100% renewable portfolio standard; adoption of a Complete Streets Policy; and installation of a 99-kilowatt solar panel array on the Avenue Garage.

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

The USDN Founders Network Sustainability Grant program is an opportunity for the Village of Oak Park to further implement PlanItGreen goals and to collaborate with the OPRF Community Foundation to apply for a matching grant for sustainability programming. The grant offers a 100% match up to \$75,000 for collaborative, unique and duplicable sustainability programs that can be substantially completed within one year. The Foundation would provide the matching grant for a potential \$150,000 in funding.

In collaboration with the OPRF Community Foundation, staff recommends creating a Residential Rain Garden program in its Housing Programs Division as an appropriate project to submit as a grant application. The concept falls within the parameters of the grant in that it is addressing large scale behavior change in the areas of stormwater management, water conservation and native landscaping. Please see attached program description. The proposed program complements current Housing Programs and implements the goals of PlanItGreen. Staff seeks board direction to co-apply with the OPRF Community Foundation to the USDN Founders Network Sustainability Grant.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

The USDN Founders Network requires collaboration between a local government Sustainability Manager and a local, place-based foundation; therefore both the Village and OPRF Community Foundation will be co-applicants for the grant. The grant review committee will place an emphasis on new and continuing relationships between local governments and place-based foundations; the Village's history of collaboration with OPRF Community Foundation will likely be perceived as a strong relationship worthy of support.

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

The grant application criteria specifically prohibit the local units of government from providing the grant matching funds. Therefore, the FY13 recommended budget does not include any funds related to this project.

The Village would contribute in-kind resources at a staff level in the form of program administration, community outreach and education, metrics tracking/reporting, and grant reporting.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

Decline to apply for the grant.

It should be noted that staff has reviewed the grant application criteria to determine if other current local community projects would be eligible to submit for grant funding and we were unable to identify other opportunities.

Proposed Recommended Action: Approve the Motion.

USDN Founders Network Grant

Implementation Concepts for PlanItGreen

Funding Concept: Residential Rain Garden Program

Grant Opportunity: A 100% matching fund for sustainability professionals working in collaboration with local community foundations to fund innovative sustainability programs that can be substantially implemented within one year.

Program: Establish a new Residential Rain Garden Program available to single-family and multi-family property owners in the Village of Oak Park. The proposed program would have an income eligibility of 150% of the Annual Median Income or \$113,500 per year for the first six months of the program. Applicant property owners will design and install a rain garden to allow for downspouts to be disconnected from the sewer system and provide for onsite stormwater management in accordance with Rain Garden Guidance standards that will be developed and adopted by the Village of Oak Park. Grant funding would be limited to reimbursement of 50 percent of project costs up to a maximum of \$1,000 per property per rain garden. Location and size of the rain garden shall be agreed upon by the Village and applicant prior to construction. Grant award will additionally be contingent upon inspection of completed project to confirm compliance with Village standards and grant requirements, including but not limited to downspout disconnections and diversion of rain water from the public combined sewer system into an onsite rain garden. Applicants will be required to submit all expense receipts pertaining to the rain garden, in a single submittal, to the Village for verification and approval. The Village will process all valid reimbursable expenses within 30 days of the inspection. Reimbursable expenses include landscape architect services, rain garden supplies and labor.

Applicants must agree to the following:

- a) Designate a rain garden site location in consultation with the Village; and
- b) Reasonably comply with the rain garden building and maintenance recommendations provided by the Village; and
- c) Maintain the rain garden per Village recommendations for 2 years. Maintenance includes watering, weeding, and plant and mulch replacement as needed.

Cost: \$1000 per rain garden

Connection to PlanItGreen Goals: Goal #2 under the Water section of PlanItGreen calls for a reduction in stormwater runoff. Identified strategies to achieve this goal include promotion of water efficient lawns and a development of a downspout disconnect program. The proposed Residential Rain Garden Program would serve as a test pilot for future stormwater management education and funding programs for both multi-family and single family buildings.

VILLAGE OF OAK PARK

F

AGENDA ITEM COMMENTARY

Item Title: Motion To Refer Application For Special Use Permit From Oak Leaf Academy LLC. To Operate A Day-Care Center At 206-208 S. Marion Street To The Zoning Board Of Appeals To Hold A Public Hearing.


Date of Board Action:

September 18, 2012

Submitted by:

Michael Bruce, Zoning officer

Village Manager's Office:


Signature

Item History:

Oak Leaf Academy received approval on October 3, 2011 to operate a day-care center at 149-155 S. Oak Park Avenue from the Board. However, after the approval the ownership group of the building was unable to provide them with a definitive date that the current tenant, the Veterans Center, would vacate a portion of the premises. The Veterans Center is still occupying the tenant space. Therefore the applicants located another tenant space to operate Oak Leaf Academy, and must start the special use process anew.

To this end, On September 5, 2012, 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 206-208 S. Marion Street.

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 7:00 a.m. to 6:00 p.m. Monday-Friday. The applicant is proposing to have four classrooms. According to the applicant there are five on-site parking spaces available, exceeding the Zoning Ordinance requirement for on-site parking for this proposal. According to the application, at capacity Oak Leaf Academy could hire approximately fourteen (14) employees and could enroll a maximum of 83 children based on the size of the space.

It is likely that staff will not be supportive of this special use given the location is in a highly desirable area for first floor commercial.

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.

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 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 and south on Marion Street. North of the Property is a stained glass retail store and real estate office and directly south of the property is a Photography studio. Neither business will feel competition from Oak Leaf Academy. Located on Marion Street are restaurants, retail stores, a salon and business offices which will all feel no competition. These proprietors will benefit from the increased amount of families visiting the area. The proposed building has five parking spots in a parking lot adjacent to the building to be used by employees. We project to have 5 classrooms in our school, there are 5 spots leased. The hours of operation will be 7:00am- 6:00pm Monday-Friday. Parents will come at different intervals to drop off and pick up children from the center. Inquiries have been made with the Village of Oak Park Parking Services office regarding applying for loading zone permits, in front of 206-208 South Marion Street. 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 206-208 South Marion Street is located in B-1/B-2 Business District. 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. B-1/B2 Business District is a 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.

- 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-** B-1/B-2 General Business District in which duly licensed Day-Care Centers shall be permitted as special uses according to the district regulations. We are continuing our licensing procedures through the State of Illinois through the Department of Child and Family Services. We have been in contact with our DCFS licensing rep, Miss Margo Cralle.

- 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.

Caregivers will be asked to drop off and pick up their children using the front entrance of the building located on Marion Street. The hours of operation for the center will be 7:00am-

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 the Village of Oak Park Parking Services have been made regarding applying for loading zone permits, in front of the building at 206-208 South Marion Street if necessary. Parents will be encouraged to park at metered spots and/or park down the street in the maximum two hour parking spots during drop off and pick up.

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

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 206-208 South Marion Street 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 206-208 South Marion Street 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 property on Marion Street for the duration of a long term lease. Filling this spot will encourage other retail and service establishments to also want to occupy property in the area that may have been vacant or have had high turnover. 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.

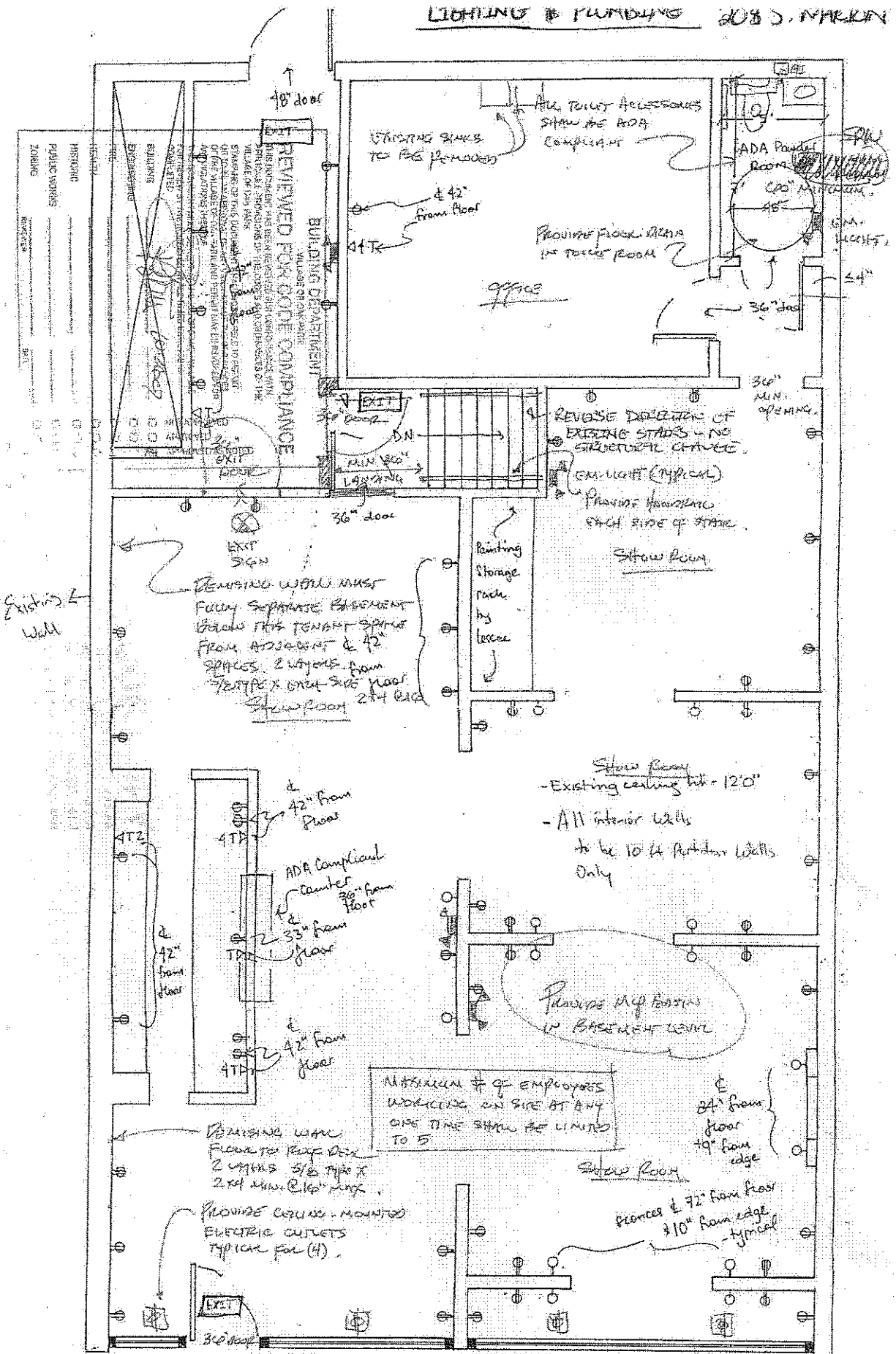
Objective: To maximize opportunities for citizen involvement in the decision-making process.

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 206-208 South Marion Street 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. Because minimal amount of construction is needed, Oak Leaf Academy is projecting a January 2013 opening date.

LIGHTING & FUNDING JOB S. MARKIN



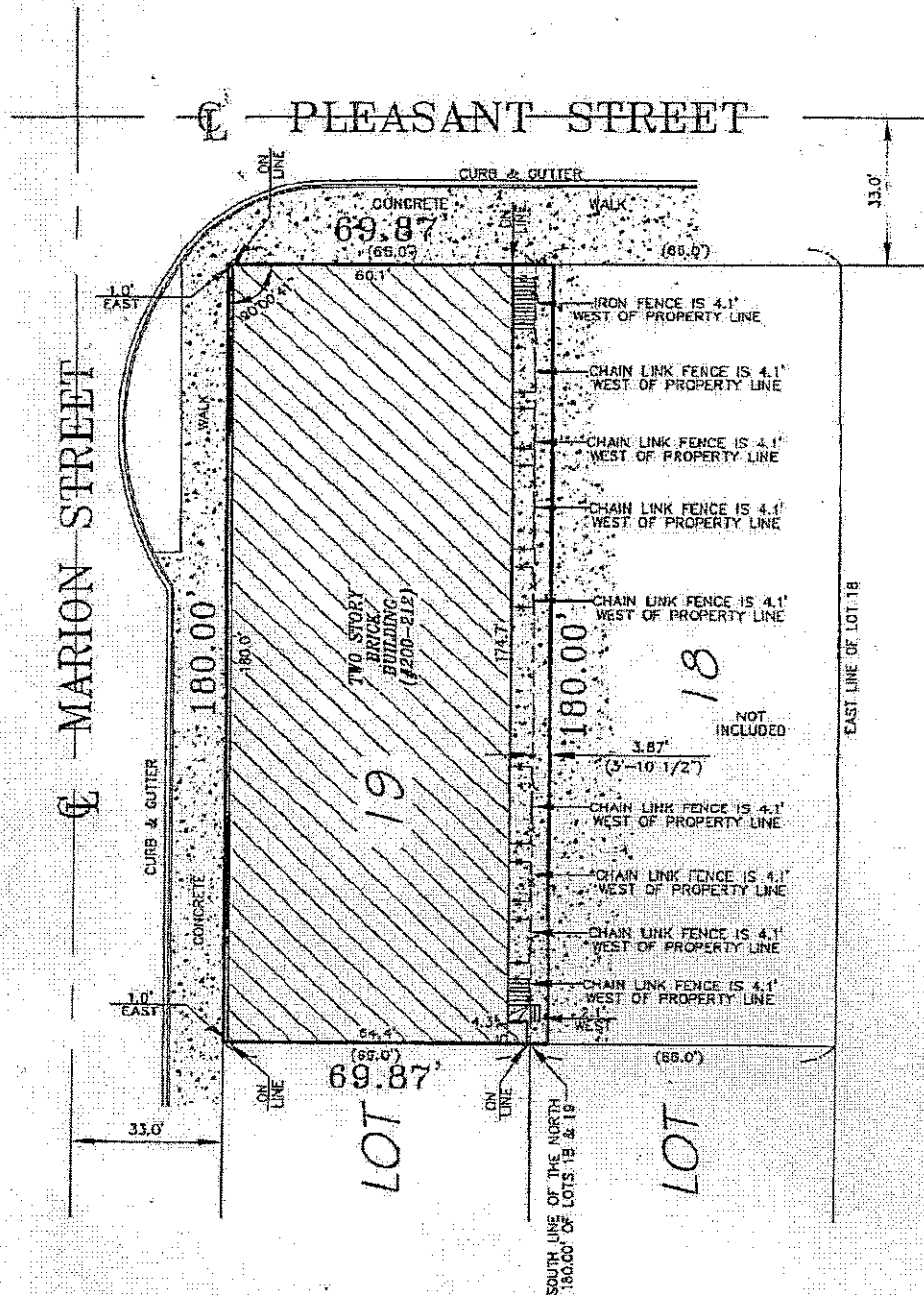
Scale: 1/4" = 1 ft

Finished down to hts. R6 1/2" from R... Fin.

PLAT OF SURVEY

OF

THE NORTH 180 FEET OF LOT 19 AND THE 3 FEET 10 1/2 INCHES OF THE NORTH 180 FEET OF LOT 18 IN J. W. SCOVILLE'S ADDITION TO HARLEM, A SUBDIVISION OF LOTS 8, 9, 10, 11, 13, 20, 28, 29, 34, 35, 44 AND 45 IN DENTON'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



LEGEND

- (R/M) - RECORD / MEASURED
- L - ARC LENGTH
- R - RADIUS
- CH - CHORD

AREA = 12,577 SQ. FT.
MORE OR LESS



SCALE: 30'

PREPARED FOR: JOSEPH A. GIRALAMO (ATTORNEY AT LAW)
 JOB ADDRESS: 700-212 S MARION AVENUE OAK PARK, IL
 SELLER/BUYER: BENTEL / 4270 S MARION LLC
 JOB NO.: 07-08-0001



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: Oak Leaf Academy LLC, Melissa E. Lumkes & JoAnn P. Gantar
Address of Subject Property: 206-208 S. Marion Street, Oak Park, IL 60302
Owner of Subject Property: 200 S. Marion LLC Owner's Address: 1110 Pleasant St. Oak Park, IL
Authorized Agent: Mike Fox Address: Fox Investment Management, LLC 60302

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: 9/19/2007

Case Information

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

The subject property is located in the B-1/B-2 Business Zone District.

The subject property is presently used as: retail furniture/antiques store

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 _____ day of _____, 20_____.

Notary Public

Melissa Lumkes & JoAnn P. Gantar
Applicant

My commission expires: _____

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.

#

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion Authorizing the Release of the 2013 Draft Action Plan of CDCAC Award Recommendations for a 30-Day Public Comment Period

Resolution or Ordinance No. _____
Date of Board Action: September 18, 2012
Submitted by: Glynne Gervais, Chairperson
Community Development Citizens Advisory Committee
Staff Review: Jane Christman
Department Director Name: [Signature]
Village Manager's Office: [Signature]

Citizen Advisory Board or Commission Issue Processing (Dates of Related Commission Meetings): Community Development Citizen's Advisory Board -Community Development Block Grant (2013 CDBG) and Emergency Solutions Grant (2013) award allocation process. Dates of meetings: July 11th, August 6th, August 8th, August 13th, August 15th, August 22nd, and August 27th, 2012.

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

Each year the Village of Oak Park is eligible to receive federal funds from the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and the new Emergency Solutions Grant (ESG) programs. The Village is designated by HUD as an entitlement community, and is allocated an amount of federal funding annually, but it must apply to receive the funding through the submission and federal approval of an Annual Action Plan.

The Annual Action Plan is the annual update of the 2010-2014 Consolidated Housing and Community Development Plan, which determines the Village's community development objectives and strategies for meeting a variety of community needs. Each year, the Action Plan identifies community resources and allocates the available federal CDBG and ESG funds to a variety of projects, in keeping with the Consolidated Plan objectives. The approval by HUD of the Annual Action Plan indicates that the Village's projected use of the federal funds is in compliance with the Consolidated Plan, and grant funds will be released. In this way, the Action Plan serves as the yearly application to the federal government for the grant funds.

The Community Development Citizen's Advisory Committee (CDCAC) assists the Village Board in the application process. In order to make its recommendations, the CDCAC held five public meetings with four public hearings, one working session, and one rebuttal hearing in July and August, 2012. The Committee reviews applications from community organizations requesting CDBG/ESG funds. As noted in the attached spreadsheet, the overall requests exceed the estimated 2013 CDBG allocation by \$ 64, 149.

The CDCAC-prepared preliminary draft funding recommendations are shared with the community through the Draft Action Plan. The Plan is released for a 30-day public comment period prior to sending it to HUD in November for final review and approval. The attached Action Plan outlines the preliminary recommendations for all CDBG/ESG grant awards for 2013.

The Action Plan also includes the Village's set-aside funding amounts for Village-sponsored projects. The 2013 set-aside activities reflect the requests for CDBG funds by the Housing Division and by the Public Works Department in the Village's 2013 Draft Budget Document. Also included on this list is an annual historic set-aside for the Oak Park Housing Center, which is not reflected in the Village's 2013 Budget Document. The 2013 CDBG requests exceed the estimated 2013 CDBG funds available; funds which are not expected to be increased and possibly even decreased after the election in Washington.

The Board will have final approval of the 2013 Action Plan at the November 5th, 2012 Board meeting. This provides the Board time to meet during the 30-day comment period and determine what changes should be made to the 2013 award distribution to remove the funding gap between the estimated funding and the requests.

Staff Commentary (if applicable or different than Commission):

The HUD-prescribed thirty-day public comment period on the Draft 2013 Annual Action Plan will run from September 20th to October 19th, 2012. On November 5th, 2012, the final public hearing will take place as the Board will be requested to approve the Final 2012 Action Plan. The final document is due to HUD by November 15, 2012, for a 45-day review, which will be completed by December 31, 2012. HUD approval of the Plan will release our 2013 CDBG/ESG funding entitlement, contingent upon Congressional funding.

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

The Village receives an annual entitlement of Federal CDBG/ESG funds from the US Department of Housing and Urban Development to fund this program. There is no additional funding to this activity. Estimated amount of 2013 CDBG award: \$1,563,540; estimated ESG award: \$149,456.

As noted earlier in the agenda commentary, prior to the close of the 30-day comment period, the Village Board will need to reconcile the overage of \$64,149 in recommendations to be in line with the estimated CDBG award. Staff expects this to occur during the budget process.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why): The alternative is not to release the recommendations for a 30-day comment period and incur a penalty

Proposed Recommended Action: Release the 2013 Draft Annual Action Plan for a 30-day public comment period as required by HUD.

Program Year 2013 CDBG

Estimated
CDBG Award
\$1,563,540

Administration/Planning - 20% cap of annual award

\$312,708

FY 2013 Draft Budget

Village of Oak Park* Admin \$247,360

Historical Set-Aside/Not Historically Shown in Budget

Oak Park Regional Housing Center** Fair Housing (Admin) \$65,348
Total Admin Requests \$312,708

Public Services -15% cap

\$234,531

		Requests	CDCAC Recommends
CDCAC amount to award (less Housing Ctr set-aside):			\$138,267
AACF	Senior Program	\$15,820	\$0
Children's Clinic	Children's Dental Clinic	\$25,000	\$22,000
Community Support Services	Respite care	\$20,000	\$15,000
NAMI - Metro Suburban	Drop In Center	\$6,000	\$8,000
OPRF Food Pantry	Food services	\$36,509	\$6,000
Parenthesis Parent-Child Center	Mothering on our Own	\$17,263	\$30,000
Parenthesis Parent-Child Center	Parenteen Program	\$18,126	\$13,000
Sarah's Inn	DV advocate	\$16,000	\$13,000
Vital Bridges/Heartland Health	Dietary Enhancement	\$10,000	\$14,000
West Suburban PADS	Emergency Shelter	\$22,067	\$17,267
Total CDCAC PS :		\$186,785	\$138,267
		(\$48,518)	

Historical Set-Aside/Not Historically Shown in Budget

Oak Park Regional Housing Center** Fair Housing Outreach \$96,264
TOTAL PS Awards With Set-Aside \$234,531

"Other Project"(Public Facilities, Public Works Engineering, VOP Housing)

\$ 1,016,301.00

		Requests	CDCAC Recommends
Public Facility Improvements (PF)			
AACF	Facility Improvements	\$14,575	\$5,000
Hephzibah	Facility Improvements	\$42,859	\$42,859
Oak Park River Forest Day Nursery	Facility Improvements	\$26,091	\$26,091
Seguin Services	Facility Improvements	\$39,500	\$39,500
Total CDCAC PFI :		\$123,025	\$113,450

TOTAL Funds Remaining (less Public Facility+\$33,000 rollover) \$ 935,851.00

VOP Public Infrastructure/Capital Improvements (CIP)

FY 2013 Draft Budget

VOP Public Works Engineering* Sidewalk Improvements \$150,000
 Alley Improvements \$100,000
 Street Improvements \$420,000

Subtotal \$670,000

VOP Housing Programs

VOP Housing* Lead Grant Program \$100,000
 Single Family Rehab Loan Program \$50,000
 Small Rental Rehab Program \$80,000
 SFR/SRR Project Implementation \$100,000

Subtotal \$330,000

* Village Set Asides as recommended in FY 13 Budget (blue)

Over allocation estimate \$ (64,149.00)

** Historic Set Aside-Not in Village 2013 draft budget (green)

Total "Other Projects": Public Facility, VOP CIP, VOP Housing \$1,113,450

Over allocation estimate \$ (64,149.00)

Total CDCAC Recommendations + VOP 2013 Budget Requests \$1,660,689

Over allocation estimate \$ (64,149.00)

Program Year 2013 ESG (Emergency Solutions Grant)

**Estimated
ESG Award**

\$149,456

Administration- Up to 7.5% cap of annual award

\$11,209

FY 2013 Draft Budget

Village of Oak Park*

Admin

\$11,206

Total

\$11,206

ESG Project Funds Available

\$138,250

ESG Summary

		Requests	CDCAC Recommends
Catholic Charities	Homelessness Prevent Call Center	\$2,000	\$2,000
West Suburban PADS	Emergency Services	\$52,000	\$50,250
West Suburban PADS	Rapid Rehousing	\$42,534	\$42,534
West Suburban PADS	Homelessness Prevention	\$25,466	\$25,466
West Suburban PADS	Street Outreach	\$18,000	\$18,000
TOTAL REQUESTS		\$140,000	\$138,250

****Total ESG Award**

\$149,456

* Village Set Aside -Not in Budget

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Ordinance Authorizing the Execution of the Micro Loan Program Agreement with the Oak Park Development Corporation and Participating Banks

Resolution or Ordinance No. _____
Date of Board Action: September 18th, 2012

Staff Review:

Department Director Name:

Loretta Daly, Business Services Manager

Village Manager's Office:

VSO

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

Micro Loan Program: In 1995, the Village entered into a Micro Loan Participation Agreement with OPDC establishing a Village guarantee on all approved micro loans equal to 50% of the outstanding loan balance at the time of a loan default. The maximum Village guarantee was authorized at \$2,000. Upon receipt of the most recent proposed Micro Loan Guarantee Agreement for a loan amount of \$30,000, staff reviewed the program and our internal processes for loan approval. As a result of this review, it was determined that the loan guarantee amount of this loan was beyond the authorized parameters of the Micro Loan Program. As a result, a full review of the program was undertaken to review whether current lending practices conform to the authorized parameters.

This issue was brought to the Board's attention at the May 21st, 2012 regular meeting. The board reviewed the history of the program and its current status with village staff and staff from OPDC. The Board instructed staff to enter into negotiations with OPDC to develop a new agreement to be reviewed by the Board crafting the agreement around the following general parameters; a maximum amount for a Micro Loan of \$50,000, 50% Village Guarantee on all loans, Village Manager authority to sign on loans obligating the Village to no more than \$25,000 on any loan.

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

Micro Loan Program Agreement

Staff recommends that the Board re-authorize a Micro Loan Program. The program is a successful economic development tool in the Village.

Following Board instructions, staff have conducted negotiations with OPDC to revamp the program to increase the financial parameters of the loan while allowing the Manager to approve loans under carefully defined parameters. Attached is the proposed new program agreement between the Village of Oak Park and the Oak Park Development Corp for the facilitation of the Micro Loan Program.

The following are the new program parameters put forward for consideration in the Micro Loan program agreement:

- Establishment of a loan amount not to exceed \$50,000
- The Village's liability is capped at \$25,000 or an amount not to exceed 50% of outstanding balance on a loan, whichever is less.
- Increase of term of loans from 3 years to 5 years
- The Aggregate loan total of all outstanding loan balances shall not to exceed \$300,000 (or \$150,000 Village liability) at any one time.
- The Village will make an annual appropriation to fund the potential liability under the program
- The agreement allows new banks or change in bank identity by execution of a signature page for ease of process.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

N/A

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

No Budget Implications

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

- Adopt the Ordinance authorizing the Micro Loan Program with increased parameters
- Reject the Program as proposed and provide staff with direction on next steps.
- Reject the program outright resulting in the removal of this program as an economic development tool.

Proposed Recommended Action: Adopt the Ordinance

**ORDINANCE AUTHORIZING THE EXECUTION OF THE
MICRO LOAN PROGRAM AGREEMENT WITH
THE OAK PARK DEVELOPMENT CORPORATION
AND PARTICIPATING BANKS**

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 its Home Rule Powers as set forth in Article VII, Section 6 of the Illinois Constitution (1970), that the Village President and Village Clerk are hereby authorized and directed to execute an Agreement for the Village's participation in the Micro Loan Program facilitated through the Oak Park Development Corporation. The Agreement shall be in substantial conformity with the agreement attached hereto as Exhibit A and made a part hereof.

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 September 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September 2012.

ATTEST:

David G. Pope
Village President

Teresa Powell
Village Clerk

OAK PARK DEVELOPMENT CORPORATION

MICRO LOAN PROGRAM

LOSS PARTICIPATION AGREEMENT

This Agreement is executed this ____ day of _____, ~~1995~~2012 between the Village of Oak Park, Illinois (hereinafter referred to as the "Village"), the Oak Park Development Corporation (hereinafter referred to as "O.P.D.C.") and the following ~~those~~ participating lending institutions (hereinafter referred to collectively as "Participants Banks" and individually as "Participant Bank") ~~who have executed a signature page to this Agreement.~~ ~~The First National Bank of Chicago, First Bank of Oak Park, River Forest State Bank, St. Paul Federal Bank For Savings, Pinnacle Bank of Oak Park, TCF Bank Illinois FSB, Firststar Bank Illinois and Midwest Bank and Trust.~~

WITNESSETH

WHEREAS, ~~the O.P.D.C. and the Village have established a~~ desires to establish a revolving loan program (hereinafter referred to as the "Micro Loan Program") under which loans are made to qualified small start-up, existing or expanding business borrowers for the purpose of providing working capital, fixed assets purchases and inventory. This loan program exists to encourage and encouraging economic development and job creation in the Village; and

WHEREAS, the Village is willing to partially guarantee loans made under the Micro Loan pProgram as more particularly set forth herein; in connection with said loans all as more particularly set forth hereinafter; and

WHEREAS, the Participants Banks are each are willing to participate in the Micro Loan Program by initiating loans and by sharing amongst themselves share equally in up to fifty percent (50%) any loss occurring with any loan under the Micro Loan Program, under the terms and conditions herein specified and such other terms

and conditions for each particular loan as may be determined and approved by a Micro Loan Program Review Committee as described in this enabling document and designated by the Board of Directors of O.P.D.C., which The committee (hereinafter referred to as the "Review Micro Loan Committee") shall have as its members a representative of each of the Participants Banks, O.P.D.C. and the Village; and the O.P.D.C.; and

WHEREAS, the Village is willing to shall guarantee up to fifty percent (50%) of any losses for any approved loan under the parameters set forth in this Agreement from a reserve account to be established by the Village for the Micro Loan Program.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties, it is hereby agreed as follows:

1.—1. Establishment of Program

The Participant Banks, O.P.D.C. and the Village agree to establish a loan program (hereinafter referred to as the "Micro Loan Program") under which loans are made to qualified small start-up, existing or expanding business borrowers for the purpose of providing working capital, fixed asset purchases and inventory. The purpose of the Micro Loan Program is to encourage economic development and job creation in the Village in accordance with the terms set forth herein. Village shall appropriate \$31,300.00 from Community Development Block Grant funds and shall deposit the money into a reserve account for the funding of losses under the Micro Loan Program. The Participants hereby agree to share, in the aggregate, an additional amount of \$31,300.00 in losses in loans under the Micro Loan Program so that, together with the funds deposited by the Village, there shall be available under the Micro Loan Program a maximum amount of \$62,600.00 of loan balances covered by the Village's and the Participants' loss payment agreements herein. No Participant shall be obligated for more than \$4,000.00 of losses.

2. Establishment of Micro Loan Committee

The Parties agree to establish and maintain a Micro Loan Committee consisting of a representative from O.P.D.C., the Oak Park Village Manager or his or her designee, and a representative from each of the Participant Banks, and such other members as determined by O.P.D.C. The Micro Loan Committee will review and process loan applications in accordance with the Micro Loan Program parameters set out in this document.

3. Village Appropriation of Funds

The Board of Trustees of the Village of Oak Park will make an annual appropriation in an amount up to \$150,000, as determined by the Board of Trustees in the adoption of its annual budget, to fund loss guarantees under the Micro Loan Program.

4. Village Maximum Total Liability

The Village's maximum liability for all outstanding loans at any time shall be \$150,000.

5. Village Approval Process and Loan Guarantee

The Village Manager shall review and approve any proposed Micro Loan Guarantee, and, subject to his or her judgment and discretion may execute a Loan Guarantee for an approved Micro Loan, using the Micro Loan Guarantee form attached hereto as Attachment A, for 50% of any approved loan under \$50,000, provided that the loan terms are in accordance with the Micro Loan Program parameters set forth herein. For example, if the amount of the Loan is \$30,000, the Village's guarantee will be \$15,000. If the amount of the Loan is \$50,000, the Village's guarantee is \$25,000.

6. Participant Banks' Loss Guarantee and Maximum Loan Balance

The Participant Banks agree to share losses in approved Micro Loans.

7. ~~2.~~ Loan Origination and Administration

Each individual loan shall be owned, originated and administered by the Originating Participant Bank (hereafter referred to as the "Originating Participant") at no cost to

O.P.D.C., the non-originating Participant Banks or the Village. First Bank of Oak Park and all loans shall be originated and administered by the First Bank of Oak Park at no cost to the Micro Loan Program or the Participants. All earnings and interest from any loan shall be the property of First Bank of Oak Park the Originating Participant, its successors or assigns. All duties and responsibilities to individual borrowers or to any other party regarding or in any way related to any individual loan shall be the sole responsibility of First Bank of Oak Park the Originating Participant and the only duty of the other Participants Banks is their aAgreement herein to share on an equal basis in any losses as herein defined provided up to a maximum loss sharing of \$31,300.00 for all Participants and \$4,000.00 for each Participant.

8. — 3. Micro Loan Parameters

All loans made pursuant to this Agreement and the Micro Loan Program Agreement shall conform to the following parameters:

- a) O.P.D.C. staff shall determine if a loan is eligible under the Micro Loan Program by receiving and reviewing the loan application for completeness and suitability. Further O.P.D.C. staff will provide the loan application to the Village Manager or her/his designee who will indicate in writing whether to submit the loan application for further review and approval.
- a)b) The maximum amount for any loan shall be \$20,000.00 50,000.00 and the minimum amount shall be \$2,000.00. The Village's guarantee shall not exceed fifty percent (50%) of the Loss of the loan (as hereinafter defined) provided that the Village's maximum share of that Loss shall not exceed \$25,000.
- c) The Micro Loan Committee shall determine the collateral required as security for each Micro Program Loan, and shall

establish such other terms and conditions for each Micro Program Loan, all as it deems appropriate in its discretion. Micro Program Loans will be made only if allowed by and in accordance with the legal regulatory authority of each of the Financial Participants.

b)d) Each loan shall have up to a 3 5 year term, ~~or such other term as may be approved by the Review Committee,~~ with monthly payment of principal and interest in accordance with an amortization schedule to be determined by the Review Micro Loan Committee, provided that the remaining unpaid balance of all loans shall be due by no later than the end of the loan term.

e)e) For each loan, the Review Micro Loan Committee shall determine the interest rate to be charged and the amount of personal guarantee required by each borrower. The interest rate charged on each loan shall be ~~a floating~~ a fixed or an adjustable rate of interest equal to the "prime rate" as published from time to time in the Midwest edition of The Wall Street Journal, including the base rate charged on corporate loans at large U.S. Money Center commercial banks as determined by the Review Micro Loan Committee. In the event that for any reason such "prime rate" is not available, the rate of interest on the loan shall be determined by reference to a substantially equivalent publicly announced rate selected by the Review Committee Originating Participant and approved by the Micro Loan Committee.

~~d) The Village shall guarantee each loan made under the Micro Loan Program. As to each loan, the guarantee shall be equal to fifty percent (50%) of the loss of the loan (as hereinafter defined).~~

~~e) The Review Committee shall determine the collateral required as~~

~~security for each loan, and shall establish such other terms and conditions for each loan, all as it deems appropriate in its discretion. Loans will be made only if allowed by and in accordance with the legal and regulatory authority of each of the Participants.~~

- f) ~~At the closing of each loan, there~~ the Originating Participant shall be charged to and collected from the borrower, in addition to costs incurred by the Originating Participant (e.g., appraisals or environmental studies) ~~the other usual and customary costs of closing, a fee equal to 2.0% of the initial outstanding balance of the loan. Said That~~ fee shall be for services rendered by O.P.D.C. and shall be paid to the O.P.D.C. immediately following the closing.

9. — 4. Loan Processing and Approval

The processing of each loan shall be as follows:

- a) When a proposed Micro Program ~~Loan~~ is determined by O.P.D.C. to be eligible for the ~~Micro Loan Program~~, the loan proposal shall be assigned to the ~~Review Committee~~ a Participant by O.P.D.C. on a rotating basis. The assigned Participant (hereinafter referred to as the "Originating Participant") ~~Review Committee~~ shall perform such inquiry and analysis thereof as the ~~Review Committee~~ Originating Participant deems appropriate. The ~~Review Committee~~ Originating Participant shall have complete discretion to deny the loan request if the request fails to meet generally accepted the terms of the Micro Loan Program or generally accepted industry standards. ~~All loan proposals shall include: a completed loan application, an economic disclosure~~

~~statement, a comparative balance sheet and comparative profit and loss statements for the previous three years for existing businesses, a business plan, personal financial statements, financial institution letter of commitment or interest/letter of refusal, application and closing fees.~~

- b) ~~The First Bank of Oak Park shall process, document and close the approved loan in a customary manner and in accordance with customary standards for similar loans. When the Originating Participant is satisfied that the loan request might be approved by the Micro Loan Committee, the Originating Participant and O.P.D.C. shall present the loan proposal to the Micro Loan Committee, along with the Originating Participant's recommendations for terms, conditions and structuring of the Program Loan. The Micro Loan Committee shall determine its approval or denial of the Program Loan by vote of the Micro Loan Committee. The vote of the Micro Loan Committee shall be binding upon all Financial Participants, even if any Financial Participant did not vote to approve such Program Loan or was not present at the meeting of the Micro Loan Committee at which the Program Loan was approved.~~
- c) ~~Prior to closing any Program Loan, the O.P.D.C. shall secure from the Village its a gGuarantee Agreement in favor of the Originating Participant of the loan. The rights and obligations of the parties with respect to said guarantee shall be governed by the terms of said gGuarantee Agreement., a copy of the form of which is attached hereto and made a part hereof as Exhibit A. The gGuarantee Agreement shall be executed as to each~~

individual Program Loan between the Village and the ~~First Bank of Oak Park~~ Originating Participant.

- d) The Village Manager shall review any approved loan and will use her/his discretion to execute any proposed Micro Loan Program Guarantee, in accordance with the financial parameters set forth in Section 5 above. The Village Manager will transmit any signed loan guarantee to the Originating Bank, with a copy to O.P.D.C.
- d)e) ~~First Bank of Oak Park~~ The Originating Participant Bank agrees to close each loan and to perfect its security interest in the collateral securing the loan and to preserve its rights and to administer said loan in all respects consistent with good lending and/or mortgage practices. ~~First Bank of Oak Park~~ represents that it Each Originating Bank will exercise the same degree of care that it exercises in the servicing and administration of its own similar loans.

10. Loan Collection Procedures

- e)a) In the event of the inability of ~~First Bank of Oak Park~~ the Originating Bank to collect any of said loans after exercising commercially reasonable efforts to do so, ~~it~~ the Originating Bank shall give prompt written notice to the other Participants Banks, O.P.D.C., and to the Village and shall proceed in an expeditious manner by foreclosure or otherwise available legal means to recover any unpaid balance on the loan. ~~First Bank of Oak Park~~ The Originating Bank shall have complete discretion in determining the ~~scope and extent of~~ collection procedures methods, including but not limited to advancements to preserve the security, acceptance of a deed-in-lieu of foreclosure, the

purchase of prior liens and the maintenance, management and sale of any property acquired. However, ~~First Bank of Oak Park~~ each Originating Participant agrees to use its best efforts to avoid and/or minimize losses and, where reasonably necessary, to diligently utilize those collections methods and proceedings which are customarily used to collect and recover unpaid balances on similar loans in the industry.

f)b) After a loan becomes delinquent and during any collection, foreclosure and asset disposition activities, ~~First Bank of Oak Park~~ the Originating Bank shall make reasonable efforts to keep the other Participants Banks, the O.P.D.C. and the Village fully informed of ~~said~~ those activities and seek their advice and input concerning those activities.

g)c) A Participant shall not voluntarily assign its interest under this Agreement without the consent of the other Participants Banks which consent will not be unreasonably withheld; provided, however, that if any such Participant is sold to or merged into any other national banking association or state banking corporation (a Substitute Participant"), or all or any portion of the assets of such Participant are sold or assigned to a Substitute Participant, then such consent shall not be required and such Substitute Participant shall be deemed to have assumed the interest of such original Participant in the Micro Program Loan.

11. — 5. — Loss Recovery

~~Any loss incurred by an individual Participant on an individual loan, after application of the Village guarantee as provided in the Guarantee, shall be divided equally among all the Participants. For the purpose of this Agreement a loss shall be defined~~

and divided among the Participants as follows:

a) A loss shall be is defined as the amount by which the principal balances of the loan, as carried on the books of First Bank of Oak Park the Originating Bank, ~~(which amount shall include the unpaid principal balance of the loans plus accrued interest plus costs attendant to collection proceedings and advances of funds to protect the security)~~ exceeds the amount realized by the First Bank of Oak Park Originating Bank from its collection efforts and from the final disposition of any security, (which amount shall include the unpaid principal balance of the loans plus accrued interest, provided that no more than six months accrued interest shall be included in the amount of the Loss). However, ~~i~~n determining the amount of any ~~l~~Loss, the amount of any late charges, ~~or~~ penalty, interest or like charges, and the amount for costs attendant to collection proceedings and advances to protect the security shall be excluded. Also, ~~for the purpose of determining the amount of any loss, no more than six months interest shall be accrued after a loan is in default.~~

b. Loss Sharing among the Parties

Any Loss incurred by the Originating Bank on an individual loan shall be divided equally between the Village and the Participant Banks, provided that the Village's share of the Loss will be limited to \$25,000. The Participant Banks shall share the remaining amount of the Loss equally amongst themselves.

c. Procedures

Within 30 days after reasonably exhausting its collection efforts and reasonably exhausting its best efforts to dispose of any

~~security, and applying proceeds from the guarantee as provided in the Guarantee, First Bank of Oak Park the Originating Bank shall supply a written accounting of the Loss to O.P.D.C., the Village and to each of the other Participant Banks who will as reduced by the application of the guarantee under the Guarantee to each of the other Participants who shall within 30 days after receipt of said accounting, remit their portion of said Loss as so reduced. If any Participant does not remit their portion of any said Loss and said that portion becomes uncollectible due to insolvency or otherwise, the remaining Participants Banks shall share proportionately in said that additional portion of the Loss. Also, any amounts collected on a loan after the Loss has been divided among the Village and the Participants Banks in accordance with the terms of this Agreement as set forth above, shall be divided and distributed equally among the Village and the Participants Banks until their remittances with respect to that loan reflect their percentage of responsibility for the loans have been paid in full, and any remaining amounts shall be paid to the Village.~~

12. — 6. Loan Modification

~~First Bank of Oak Park The Originating Bank will not agree to any modification of any significant term of such loan, the assumption of the indebtedness represented by such loan, the release of any obligor with respect to such loan, or the release of any collateral for such loan, without the prior approval of the Review Micro Loan Committee and the Oak Park Village Manager or his or her designee. Any such modification and/or assumption and/or release as set forth above shall be binding on the Village and shall not in any way affect the guarantee of the Village hereunder.~~

13. Prior Program Loans

Loans made pursuant to the terms of any previous participation agreement shall be governed by the terms of that agreement and Micro Program Loans made after the date hereof shall be governed by the terms of this Agreement.

14.—7. Termination and Suspension

This Agreement may be terminated as to future loans by written notice of any of the parties to each of the other parties. However, any such termination shall not affect the rights and obligations of the parties regarding loans made or committed prior to said termination. This Agreement shall be suspended by non-appropriation of Village funds in any budget year, however, such suspension shall not affect the rights and obligations of the parties regarding loans made or committed prior to said suspension.

15. Amendments

This Agreement may not be amended except in writing signed by all parties hereto and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Illinois. With respect to any disputes arising hereunder, each party hereto hereby submits to the non-exclusive jurisdiction of the federal and state courts located in the State of Illinois and waives any objection it may have in respect of such dispute on the ground of venue or that any proceeding has been brought in an inconvenient forum.

16. Signatures

This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means, including facsimile or email attachment, shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not

affect the validity, enforceability, and binding effect of this Agreement.

17. Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

18. Confidential Information

No party hereto shall disclose to any third party (other than its legal and other professional advisors or any other Participants) any confidential/nonpublic information received from any other party hereto related to this Agreement with respect to the borrower, any guarantor, or any other obligor under any Micro Program Loan, except to the extent required by law or legal process, any applicable regulatory or administrative body or any representative thereof or as otherwise required by any applicable law and only to the extent required and not prohibited by any law and under the terms of this Agreement. No party hereto shall use any non-public information in a manner prohibited by any law, including, without limitation, the securities laws of the United States. The terms of this provision shall survive the termination of this Agreement.

19. Adding or Changing Parties

Any substitute Participant or any additional participant shall become a party to this Agreement by signing a copy of this Agreement and providing its signed copy of this Agreement to O.P.D.C. and to the Village. By signing a copy of this Agreement, said Substitute Participant or additional participant agrees to be bound by the terms hereof.

20. Notices

All notices shall be in writing and sent by regular mail, certified mail or by transmitting a .pdf document via email. Notices shall be addressed as follows:

_____ If to the Village:

Village Manager

Village of Oak Park

123 Madison Street

Oak Park, IL 60302

If to O.P.D.C.:

President

Oak Park Development Corporation

104 N. Oak Park Avenue, Suite 203

Oak Park, IL 60301

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers, duly attested, and their Corporate Seals affixed hereto, the day and year first above written.

OAK PARK DEVELOPMENT CORPORATION

ATTEST:

BY: _____

ITS: _____

VILLAGE OF OAK PARK

ATTEST:

BY: _____

ITS: _____

MIDWEST BANK & TRUST COMPANY

ATTEST:

BY: _____

ITS: _____

FIRST BANK OF OAK PARK

ATTEST: _____ BY: _____

ITS: _____

ST. PAUL FEDERAL BANK FOR SAVINGS

ATTEST: _____ BY: _____

ITS: _____

PINNACLE BANK OF OAK PARK

ATTEST: _____ BY: _____

ITS: _____

THE FIRST NATIONAL BANK OF CHICAGO

ATTEST: _____ BY: _____

ITS: _____

RIVER FOREST STATE BANK

ATTEST: _____ BY: _____

ITS: _____

TCF BANK ILLINOIS FSB

ATTEST: _____ BY: _____

ITS: _____

FIRSTAR BANK ILLINOIS

ATTEST: _____ BY: _____

ITS:

J

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Ordinance Amending and Correcting Staff Titles in §2-1-7 of the Municipal Code

Resolution or Ordinance No. _____

Date of Board Action: September 18, 2012

Staff Review: Cara Pavlicek, Interim Village Manager

Village Manager's Office: Yes

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

The Village Manager's Office organizational structure has remained unchanged for several years and includes the position of Deputy Village Manager who is responsible for acting in the absence of the Village Manager. The Office additionally includes an Assistant Village Manager who oversees Intergovernmental Activities and External Relations (e.g. I-290 expansion).

Section 2-7-1 identifies the Assistant Village Manager as an officer of the Village. However, based upon the existing staff functions and roles of the Deputy and Assistant, it is believed that this reference should correct the Deputy Village Manager as an officer of the Village.

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

The proposed ordinance amendment is a technical correction to reflect the existing organizational structure in the Village. No changes in duties or compensation are included as a part of this action.

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

N/A

Proposed Action: Approve the ordinance amendment.

**ORDINANCE AMENDING CHAPTER 2, ARTICLE 1,
SECTION 7 OF THE VILLAGE CODE RELATING TO THE
DESIGNATION OF VILLAGE OFFICERS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, acting pursuant to its Home Rule Powers as set forth in Article 7, Section 6 of the Constitution of the State of Illinois (1970), as amended, that Section 2-1-7 of the Village Code entitled "Designation of Village Officers" be and is hereby amended to read as follows:

2-1-7: DESIGNATION OF VILLAGE OFFICERS:

All elected officials, the Village Manager, the **assistant Deputy** Village Manager, all department heads, members of the Board of Fire and Police Commissioners, Zoning Board of Appeals, Historic Preservation Commission, and members of the boards of trustees of the Police and Fire Pension Funds are designated as officers of the Village.

The members of all other appointed Village boards and commissions shall not be deemed to be officers of the Village as said boards and commissions serve solely in an advisory capacity to the Board of Trustees.

All other salaried personnel of the Village shall be deemed employees and not officers.

THIS ORDINANCE shall be in full force and effect from and after its adoption, approval, publication, and posting of appropriate signs, as provided by law.

ADOPTED this 17th day of September 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 17th day of September 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

K

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: RESOLUTION APPROVING THE SELECTION OF CORPORATE BENEFITS CONSULTANTS, INC. (CBC) AS THE INSURANCE BROKER FOR 2013 INSURANCE PLANS (HEALTH, DENTAL AND LIFE) AND ADMINISTRATIVE SERVICES RELATED TO COBRA ADMINISTRATION AND IRS SECTION 125 PLANS FOR VILLAGE EMPLOYEES AND EMPLOYEE'S OF AGENCIES COVERED UNDER THE VILLAGE'S INSURANCE PLANS

Resolution or Ordinance No. _____

Date of Board Action September 18, 2012

Staff Review:

Human Resources Director:



Frank Spataro

Village Manager's Office:

Item History: The Village recently conducted a competitive selection process for an insurance broker to assist in managing the Village's self-funded health, dental and life insurance benefits. The last competitive process for brokerage services was conducted in 2009 resulting in the Village contracting with Corporate Benefit Consultants (CBC), Inc. to serve as the Village's broker. A recent competitive selection process for brokerage services was conducted during April to July of this year that included contacting seventeen firms to respond to the "request for proposal" (RFP) as well as posting the RFP on "Demandstar" and the Village's website. Nine proposals for brokerage services were received within the stated response period. With the assistance of an independent insurance consultant, the field of nine respondents was reduced to three finalists who were interviewed July 10. Using a structured interview and scoring process developed by the Village's consultant, CBC was once again selected to serve as the Village's insurance broker for insurance benefits and related services for a two-year term commencing upon approval of the attached agreement to June 30, 2014, with a right to renew for one (1) additional year to June 30, 2015.

Item Policy Commentary: The Village's Employee Health Insurance Fund (Fund 6028) serves as the funding source for the payment of claims for medical services and prescription drugs provided for Village employees as well as employees of the Oak Park Public Library, Oak Park Township and West Suburban Consolidated Dispatch Center who participate in the Village plans. Other insurance and benefits provided within Fund 6028 include dental and life insurance, administration of flexible spending accounts, and the opt-out program for Village employee's who elect to be covered under their spouse's health insurance.

Upon approval of the agreement for CBC to act as the Village's broker, the firm will survey various insurance markets to identify preferred providers for 2013 based on the quality of service. CBC negotiates rates and discounts with these providers on behalf of the Village to reduce premiums, and fees or charges on claims for insurance and services provided for Village employees as well as employees of other agencies cited above who participate in the Village plans. Prospectively, CBC analyzes claim data and trends from the previous twenty-four months and makes recommendations to the Village as to the resources needed for projected 2013 claims, and recommends the insurance providers or carriers best suited to serve as the Village's "third party administrator" or TPA responsible for paying and managing claims as well as resolving claim disputes. The resources identified by CBC for the payment of projected health insurance claims and services become the basis upon which the requested funding level for the Employee Health Insurance Fund (Fund 6028) is set.

The attached Agreement with CBC provides specifies a two-year term that can be extended for one additional year for a total period not to exceed three years. Compensation due the consultant from the Village for each year of the Agreement is \$41,500 plus an additional \$4,000 per year to facilitate electronic enrollment for an annual total of \$45,100 less any commissions received by the broker for

business conducted on behalf of the Village. The \$41,500 fee is \$7,000 less than the rate that has been charged by CBS for the previous three years.

Item Budget Commentary: The \$41,500 broker fee and \$4,000 for electronic enrollment has been included in the proposed 2013 Human Resources Department budget for Fund 6028.

Proposed Action: Approve the Resolution

RESOLUTION APPROVING THE SELECTION OF CORPORATE BENEFITS CONSULTANTS, INC. (CBC) AS THE INSURANCE BROKER FOR 2013 INSURANCE PLANS (HEALTH, DENTAL AND LIFE) AND ADMINISTRATIVE SERVICES RELATED TO COBRA ADMINISTRATION AND IRS SECTION 125 PLANS FOR VILLAGE EMPLOYEES AND EMPLOYEE'S OF AGENCIES COVERED UNDER THE VILLAGE'S PLANS

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 enter into an agreement with Corporate Benefit Consultants, Inc to act on behalf of the Village to obtain and assist the Village managing health, dental and life insurance benefits as well as administrative services for COBRA and IRS Section 125 programs for 2013.

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 September, 2012 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 18th day of September, 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Thumbnail description of this agenda item:

This item permits the Village to contract with Corporate Benefit Consultants, Inc. to act on behalf of the Village to obtain and assist the Village managing health, dental and life insurance benefits as well as administrative services for COBRA and IRS Section 125 programs for 2013.

statement showing the amount of commissions CBC received for the quarter, and the net amount due from the Village. If the amount due from the Village is less than zero, CBC will refund any overpayment to the Village. The total cost of the agreement for three years, including the cost for electronic enrollment shall not exceed One Hundred and Thirty-Five Thousand and Three Hundred Dollars (\$135,300.00).

The Village will review all invoices and pay all undisputed amounts within 30 days.

6. Relationship between the Parties

Consultant is retained by the Village only for purposes and to the extent set forth in this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Consultant shall be deemed at all times to be an independent contractor and neither party shall have the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

7. Indemnification

Consultant does hereby indemnify and hold harmless the Village, its officers, employees and agents from and against all claims, including reasonable attorney's fees, arising out of or in any way connected with the Consultant's performance or non-performance of any services hereunder.

8. Insurance

Consultant shall maintain a policy of professional liability insurance with a minimum per occurrence limit of \$2,000,000. Consultant will, if requested, produce a certificate of insurance showing that the necessary coverages are currently in force, and will also give the Village thirty (30) days written notice before the required insurance can be altered or cancelled.

9. Notices.

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Village:

Village of Oak Park
123 Madison Street
Oak Park, IL 60302
Attention: Director, Human Resources

If to the Consultant

Corporate Benefit Consultants, Inc.
2800 S. River Rd., Suite 400
Des Plaines, IL 60018

10. Governing Law

This Agreement shall be governed by the laws of the State of Illinois and any court proceeding filed by the Village or Consultant relating to or based on this Agreement shall be filed in the state or federal courts located in Cook County, Illinois.

11. Entire Agreement

This Agreement, and the documents incorporated by reference, contain all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersede all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**CORPORATE BENEFIT
CONSULTANTS, INC.**

VILLAGE OF OAK PARK

By: _____

Cara Pavlicek
Interim Village Attorney

Date: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM
SEP 07 2012
[Signature]
LAW DEPARTMENT



VILLAGE OF OAK PARK

REQUEST FOR PROPOSALS: EMPLOYEE BENEFITS & INSURANCE SERVICES

DATE ISSUED: March 23, 2012

I. REQUEST FOR PROPOSALS - INSTRUCTIONS AND SPECIFICATIONS

The Village of Oak Park is requesting proposals from qualified employee benefits consulting firms to provide an evaluation of the Village's existing employee benefit plans, including health, dental, vision, life, and prescription drug benefits and to recommend the most cost-effective method of providing those employee benefits. The consultant will also be asked to make recommendations concerning supplemental insurance and/or other benefit programs related to the Village's S125 Cafeteria Plan, Family Medical Leave Act (FMLA) administration and COBRA administration. Service delivery models for consideration include, but are not limited to, brokerage services, membership in multi-jurisdictional pools, and/or direct relationships with an insurance carrier or carriers. The Village of Oak Park will receive proposals at the Human Resources Department, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 123 Madison, Oak Park, Illinois 60302. Proposals will be accepted until 5:00 p.m. (local time) on April 13, 2012. Firms responding to this Request for Proposals must submit seven (7) copies of their proposals in sealed envelopes, and must conform to the format specified below.

The Village Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities. Information concerning this request for proposals is available from Frank Spataro, Human Resources Director, 123 W. Madison, Oak Park, Illinois 60302. Mr. Spataro can be reached by telephone at the following number, (708) 358-5652, or via e-mail at spataro@oak-park.us.

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of Sections II through VIII, in their entirety and in the order presented below. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

- I CALL FOR PROPOSALS
- II BACKGROUND INFORMATION
- III AWARD OF CONTRACT
- IV DETAILED SPECIFICATIONS
- V PROPOSAL FORM
- VI COMPLIANCE AFFIDAVIT
- VII ORGANIZATION OF PROPOSING FIRM
- VIII E.E.O. REPORT

Upon formal award to the successful Service Provider, an agreement will be executed for the performance of services and payment of agreed-upon fees.

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms ("Service Providers"), and implementation of insurance benefits:

Proposals due to Human Resources Department	April 20, 2012
Proposals reviewed and identification of preferred firm(s)	April 23 – May 2, 2012
Recommendation to Village Manager of preferred firm(s)	May 4, 2012
Presentations by preferred firm(s)	May 10, 2012
Negotiation with preferred firm(s)	May 16 – June 1, 2012
Village Board approval of insurance broker agreement(s) (tent)	June 18, 2012
Execution of insurance/benefit implementation work plan	July 1 – September 14, 2012
Open Enrollment Period	November 26 – 30, 2012
Insurance/benefit changes effective	January 1, 2013
Effective date of insurance benefits	January 1, 2013

II. BACKGROUND INFORMATION

The Village of Oak Park is a full-service municipal corporation located in Cook County, Illinois. The Village employs approximately 365 full-time employees, all of whom are eligible for insurance benefits that include health, dental and life insurance, and an additional 15 part-time employees eligible for term life insurance coverage. The health insurance plans described below also include prescription drug and vision benefits. Of the 365 full time employees, approximately 270 are in one of eight collective bargaining units ranging from two members to ninety members. Insurance is considered a mandatory subject for collective bargaining purposes meaning that the Village and respective collective bargaining units (unions) representing the 270 employees are required to bargain such benefits. The Village also provides retirees with the option to retain their Village health insurance at their own cost; 137 Village retirees currently receive health insurance. In addition to employees of the Village of Oak Park, the Village offers approximately 110 full-time employees of three "partner agencies" participation in the health, dental and life insurance programs and health and dental insurance for former employees under COBRA. Currently, there are approximately 1,350 total covered lives in the Village insurance plan. Participants choose from the health maintenance organization (HMO) or preferred provider organization (PPO) plans described below for health and dental insurance. Employees eligible to receive life insurance may elect supplemental life and accidental death and dismemberment (AD&D) coverage for themselves, their spouse and/or dependents at their own cost. The Village conducts an annual open enrollment in November for employees and retirees to change plans and coverage.

The Human Resources Director is responsible to perform necessary duties in the administration of insurance plans for Village employees and retirees with approval of the Board of Trustees per the Village of Oak Park Village Code. The Human Resources Department administers the Village insurance program and related benefits for employees, retirees, employees of "partner agencies" and COBRA participants. The Village of Oak Park health insurance and prescription drug plans are self-funded including premiums paid for aggregate and specific stop-loss insurance. The 2012 Village budget for the entire insurance and benefit program is \$8,270,150.

A. Current Providers and Basic Benefits

- Health Insurance: The Village offers four health insurance plans through Blue Cross/Blue Shield of Illinois: a preferred provider option (PPO), a high-deductible preferred provider option (PPO Legacy), and two health maintenance options (HMO Illinois and HMO Blue Advantage). In addition, employees may forego health insurance upon proof of coverage in a non-Village program and receive payment as indicated below based on the coverage they would otherwise select

COVERAGE	BLUE CROSS/BLUE SHIELD OF ILLINOIS HEALTH INSURANCE PLANS 2012 Monthly Premiums				VILLAGE "OPT-OUT" PROGRAM	DELTA DENTAL INSURANCE PLANS 2012 Monthly Premiums		MUTUAL OF OMAHA LIFE INSURANCE
	Preferred Provider Option (PPO)	High Deductible PPO (PPO Legacy)	Health Maintenance Option (HMO-Illinois)	Health Maintenance Option (HMO-Blue Advantage)	Monthly Cash Payments Based on Level of Coverage	PPO PLUS (HIGH) PLAN	PPO PLUS (LOW) PLAN	Basic Life Insurance \$0.120/ \$1,000.00
Single	\$649.10	\$568.88	\$554.28	\$505.66	\$ 75 (single)	\$36.68	\$27.76	Basic AD&D Insurance \$0.020/ \$1,000.00
Single + 1	\$1,259.30	\$1,096.40	\$1,081.80	\$982.14	\$125 (dependent)			
Family	\$1,813.54	\$1,577.76	\$1,558.32	\$1,414.88	\$200 (family)	\$105.30	\$79.38	

- Catalyst Prescription Plan – 460 health insurance participants are on a three-tier co-pay of \$10, \$25, or \$40 based on type and brand of prescription. Below is some data regarding the prescription drug plan performance.

	4Q2010	4Q2011	12-Month Total
Total Claims	4,231	3,809	15,033
Total Plan Paid	\$402,062	\$353,781	\$1,442,057
Generic Dispensing Rate	66.10%	72.40%	69.80%

- Participation in a Section 125 Cafeteria Plan (pre-tax payment for IRS-eligible expenses)
- Dental benefits are paid for exclusively by employees except for a small group of fire and police employees who have elected the PPO Plus (Low) plan who receive a modest subsidy on dental premiums.
- Term life insurance is offered by Mutual of Omaha that includes basic employer-paid term life insurance and accidental death & dismemberment (AD&D) coverage in amounts ranging from \$1,500 to \$320,000.

III. AWARD OF CONTRACT

A. Contract Term

The Village anticipates awarding an initial minimum contract for two years, after which the Village will have the right to renew for an additional one year period of time. The annual contract period for broker services commences on July 1 and ends June 30 while the contract period for insurance and related benefits commences January 1 and ends December 31.

B. Authorization

Any agreement with a selected Service Provider must be reviewed and approved by the Village Attorney, approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Service Provider is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

C. Payments

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

D. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi year agreement if the Village of Oak Park Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village of Oak Park's appropriation for this purpose.

E. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the service provider to manage the Village of Oak Park account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

F. Ownership of Data

The Village will remain the owner of its employee and claims data at all times. At the conclusion of the services, the vendor will be required to transfer all employee and claims data back to the Village in a format acceptable to the Village.

G. Confidentiality

The Service Provider shall keep the Village's employee and claims data confidential.

H. Subcontracting

The Service Provider shall not assign or subcontract any portion of the services to be provided without the written approval of the Village of Oak Park. The Service Provider assumes responsibility for performance of all Sub-Contractors, whether or not authorized. In the event of a merger of a service provider with another firm, this contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

I. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the contract, the lines of insurance described in this section. All insurance coverages shall be on an occurrence basis. The Service Provider shall provide evidence of such insurance to the Village of Oak Park together with its proposal, and will provide evidence that the Village of Oak Park has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Service Provider shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."*

1. Professional Liability/Errors and Omissions Insurance

Professional liability insurance with a minimum per occurrence limit of \$5 million dollars, which insurance shall name the Village of Oak Park as a named additional insured.

2. Crime and Fraud Coverage

Crime coverage such as that provided by Standard Financial Institution Bond Form 24.

J. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider agrees that it shall defend, indemnify and hold the Village of Oak

Park and its employees harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its employees may incur resulting from or arising out of any error or omission in the performance of this Contract, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of this agreement by the Service Provider or its employees, agents, servants, associates, Contractors, Sub-Contractors, or assignees.

IV. DETAILED SPECIFICATIONS

All firms interested in providing insurance and/or brokerage services to the Village of Oak Park must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate **precisely** where the response to the particular question is located.

A. Characteristics and Qualifications of the Firm

1. Describe the history and organization of your firm. Include your main business (benefits consulting, actuarial consulting, asset manager, insurance provider, etc.), number of employees, number of offices, locations and financial information.
2. Describe the office that will be designated to serve the Village's program and the services available at that office. If your firm intends to utilize other offices, describe the services they would provide for this account.
3. Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account. Also, list each person's title as it is conveyed professionally within the firm, and their particular area of expertise.
4. Attach a summary of the firm's premium volume for the past three years for employee group medical insurance coverage that includes dental and prescription plans if applicable.
5. Provide a copy of your firm's current financial statement.
6. Indicate if insurance coverage can be effective by January 1, 2013 if your firm was selected and approved by the President and Board of Trustees on or around September 18, 2012.

B. Conceptual Strategy

1. Review existing health insurance and related programs and conduct a risk analysis. Make recommendations for changes in plan provisions, alternate service delivery systems, financing alternatives, employee contributions, and other areas, as appropriate.
2. Describe your conceptual plan for the Village's health insurance and related benefit program. Include general coverage terms, exclusions, market capacity and constraints, risk retention or appropriate self-insurance levels, approximate premiums, retrospective rating plans and deductibles.
3. Describe any performance guarantees that your firm will make if awarded a contract with the Village.
4. Provide a detailed work plan for implementing new insurance or related benefit programs. The work plan must include a list of all tasks to be performed, the party responsible for accomplishing the task, the date on which the task needs to be accomplished in light of the January 1, 2013 implementation date cited above in #A6.
5. The Village of Oak Park's benefits, human resources and payroll administration is currently maintained and executed using ADP. Describe your experience working with ADP benefit, human resources and payroll applications.

6. Describe any web-based or internet interfaces or access means Village staff will have to third party administrators or insurance carriers for purposes of enrolling, terminating or checking on the status of employees' benefit elections.
7. Describe your firm's experience conducting employee orientation and education sessions. Describe your plan for conducting such sessions with Village employees

C. Insurance Marketing Services

1. List the major insurance companies your firm has strong relationships with related to employee group medical insurance coverage.
2. Describe your access to the licensed, excess or surplus lines markets.
3. Describe the insurance marketing expertise of your servicing office and the firm with respect to municipalities and particularly those that are highly unionized as the Village of Oak Park.
4. Describe as well as submit information concerning the firm's access to specialized technical expertise to assist in identifying and analyzing problems in various areas. It is not essential that such expertise be "in-house"; the important point is for the firm to be able to demonstrate that it knows how to or can obtain such technical assistance when it is required.

D. Service to the Account

1. Provide examples of Quarterly Reports and an Annual Report for the Village of Oak Park including, among other relevant information, the complete accounting of fees or commissions earned on the account; a cumulative quarterly and annual premium and loss record; observations on relevant changes in the insurance market or industry and recommendations for potential cost savings for the Village; observations on loss exposures facing the Village and recommendations for minimizing such losses; and insurance policy summaries. If available, please attach a copy of an annual report previously prepared by your firm for a municipality.
2. Describe the form and substance of quarterly and annual meetings with the Village including the form and substance of meetings you conduct with major insurance carriers to discuss Village plans.
3. Describe the range of the claims management services provided by the servicing office and your firm.
4. Describe your business management information systems to provide and maintain the Village's loss information. Provide examples of tables, charts, reports, graphical presentations or any other medium you use for conveying information.
5. Describe your ability to produce an annual "benefits statement" to all employees that describes all employee insurance benefits as well as additional benefits provided by the Village. A list of Village benefits and pertinent data will be provided to the firm to supplement insurance benefit information. Such statements shall include a benefit description of each benefit, the dollar value of each benefit to the employee, how the value calculated, when the benefit is realized, and the party responsible for achieving or providing the benefit.

E. Risk Evaluation and Control

1. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to the Village.
2. Indicate any training, education or other technical or employee services available from your firm and the servicing office, as well as the frequency with which such services are available.
3. Describe your capacity, ability and experience offering corporate wellness programs to promote healthy lifestyles and reduce exposure to long-term health costs resulting from chronic or episodic conditions.

F. Reference List

1. Provide evidence of the firm's experience in providing service for other unionized municipalities with coverage or programs comparable to the Village of Oak Park, as well as a description of any underwriting procedures or special plans which have been used to service other accounts.
2. List other accounts the firm has served and indicate whether the Village of Oak Park may independently contact such accounts for an appraisal of comparable services they have received from your firm.
3. List the municipalities or public entities your firm has served, and the degree to which they are (were) unionized. Describe the method or process by which changes were made in different unions.

G. Fee Structure

1. Describe the method(s) by which your firm is compensated, such as fees, commissions or a combination of both. Also, indicate your firm's willingness to work on a fee basis.
2. Submit the hourly billing rates of all personnel to be assigned to the project. This information will be used to negotiate modifications to work contained in the Scope of Work.
3. Submit other pricing/cost data necessary to carry out this project, including justification for any data submitted.
4. If the firm provides unique or proprietary services, submit a description of such services and the fee including fixed price and/or hourly billing rates.
Make all fee and pricing proposals on Section V, Proposal Form.

V. PROPOSAL FORM

The undersigned proposes to furnish, Village of Oak Park, Human Resources Department, 123 Madison, Oak Park, IL. 60302, **Insurance Services:**

Fee for Specified Work: – Specify below

_____ \$ _____
_____ \$ _____
_____ \$ _____

Premiums – Specify the type of insurance and premium

_____ \$ _____
_____ \$ _____
_____ \$ _____

Commission(s) for Specified Work – Specify below

_____ \$ _____
_____ \$ _____
_____ \$ _____

Hourly Rate(s) for Specified Work – Specify below

_____ \$ _____
_____ \$ _____
_____ \$ _____

Other Pricing - As indicated below

_____ \$ _____
_____ \$ _____
_____ \$ _____

Proposal Signature: _____

State of _____), County of _____)

_____, being first duly sworn on oath deposes and says that the Contractor on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Contract Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Organization Name
(Seal - If Corporation)

By: _____ Dated: _____
Authorized Signature

Address

Telephone

E-mail

Subscribed and sworn to before me this
_____ day of _____, 2012.

Notary Public

VI. COMPLIANCE AFFIDAVIT

I, _____ being first duly sworn on oath depose and state as follows:

(Print Name)

- 1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. The Proposing Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein;
3. I have examined and carefully prepared this proposal based on the request and verified the facts contained in the proposal in detail before submitting it;
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates1 are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
8. All statements made in this application are true and correct.

Signature: _____ Printed Name _____

Name of Business: _____ Your Title: _____

Business Address: _____

(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2012.

Notary Public

1 Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

VII. ORGANIZATION OF PROPOSING FIRM
 (Complete Applicable Paragraph Below)

(a) Corporation: The Service Provider is a corporation, operating under the legal name of _____
 _____ and is organized and existing in good standing under the laws of the State of _____.

The full names of its Officers are: President _____

Secretary _____

Treasurer _____

The Name and Address of its Registered Agent is: _____
 (Name)

 (Number, Street, Suite #) (City, State & Zip)

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership: The Service Provider is a Partnership operating under the name _____

The following are the names, addresses and signatures of all partners:

Name	Address	Signature
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name is _____ which is registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et.seq.

(c) Sole Proprietor: The Service Provider is a Sole Proprietor. If the Vendor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Vendor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et.seq.

(d) Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

The name and address of any affiliated person of the business entity, including a description of the affiliation. _____

 Signature of Owner

VIII. VILLAGE OF OAK PARK EQUAL EMPLOYMENT OPPORTUNITY REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Finance Department at 708-358-5470. An EEO-1 Report may be submitted in lieu of this report

1. Vendor Name: _____

2. Check here if your firm is:

_____ MBE _____ WBE _____ DBE _____ None of the above

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees _____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this contract. Forms will be furnished to the lowest responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

EEO REPORT (An EEO-1 Report may be submitted in lieu of this report)

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5471.

Vendor Name: _____

Total Employees: _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is _____
(Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this _____ day of _____, 2012.

(Signature)

(Date)

END OF PROPOSAL

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

L

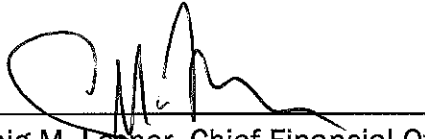
Item Title: Resolution Declaring a Distribution of \$3,447,439.15 in Tax Increment Revenues from the Downtown TIF District to Taxing Districts Based upon 2011 Tax Rates

Resolution or Ordinance No. _____

Date of Board Action: *September 18, 2012*

Staff Review:

Department Director Name: _____


Craig M. Lesner, Chief Financial Officer

Village Manager's Office: _____

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

The Village Board entered into a settlement agreement in December, 2011 relating to the Downtown Tax Increment Finance (TIF) District. This accord replaces what has been commonly referred to as the 1985 Settlement Agreement and the 2003 Intergovernmental Agreement.

The stipulations and terms of this agreement (attached) are that the amounts collected net of an agreed sum of existing annual debt service, monies generated through the Special Service Area #1's levy and any increment generated by the Lake and Forest development, are distributed to the taxing bodies.

The exact dollar amount of this obligation is calculated through a formula, contained within the 2011 Agreement, and is reviewed quarterly by financial staff of all three parties: D97, D200 and the Village. As needed, staff will bring forward agenda items to pay out any amounts determined to be owed.

This distribution is initiated by the Village Board declaring a "surplus" in the amount necessary to meet any obligation as determined through the agreement. A physical check is issued and paid to the Cook County Treasurer's Office which then issues payment to the various taxing bodies.

Representatives from the three parties most recently met on August 29th to review the most current data of which this distribution is based.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

Not applicable.

**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

Page 2

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

A sufficient amount (\$3,447,439.15) is budgeted in the FY 2012 appropriation under account 2098-41300-101-580680.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

This declaration of surplus is required by the 2011 Agreement.

Proposed Recommended Action:

Approve the resolution

**RESOLUTION DECLARING A DISTRIBUTION OF \$3,447,439.15 IN
TAX INCREMENT REVENUES FROM THE DOWNTOWN OAK PARK TAX
INCREMENT FINANCE DISTRICT TO TAXING DISTRICTS BASED UPON
2011 TAX RATES**

WHEREAS: The President and Board of Trustees approved a settlement agreement between the Village of Oak Park, Oak Park Elementary School District #97, and Oak Park River Forest School District #200 which was executed and dated December 13, 2011; and,

WHEREAS: The settlement provides for periodic payment based on a formula as wholly contained in the agreement itself; and,

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Illinois:

The Village declares that **\$3,447,439.15** of tax increment revenues are surplus funds within the meaning of the Act and that these funds are real property tax revenues and shall be returned to the Cook County Collector to be distributed to all taxing districts on a pro-rata basis determined by the extended 2011 tax levies.

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

ADOPTED this 18^h day of **September 2012** pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this _____ day of **September 2012**.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

A	B	C	D	E	F	G	H	I	J	K	L	M	
Summary Page for 2011 Downtown TIF Agreement													
1	Report Date	9/10/2012											
2				See SSA Worksheet	See RDA Worksheet	D+E+F	C-G	See Cash Receipts worksheet	C-I	I-G	I/C	K/H	
3	Tax Levy Year	Agency Report Date	Agency Tax Amount	Obligation from 2011 Agreement Section 2(a)	SSA Deduction	RDA Deduction	Total Deductions	Target Amount to be distributed	Amount Collected by the TIF as of report date indicated in Cell-B2	Outstanding Taxes by Tax Year	Amount to be distributed	% Levy Collected	% Distributed
4	2010	10/12/11	\$8,469,738.56	\$2,703,936	\$427,665.07	\$0.00	\$3,311,881.87	\$5,398,137.99	\$7,896,868.55	\$572,876.01	\$4,785,267.48	56.24%	89.37%
5	2011	07/11/2012	\$8,551,775.20	\$3,351,755	\$379,772.27	\$0.00	\$3,733,657.37	\$4,820,247.93	\$7,673,395.19	\$878,380.01	\$3,941,867.92	45.73%	81.75%
6	2012			\$3,398,125			\$3,398,125.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
7	2013			\$2,735,014			\$2,735,014.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
8	2014			\$3,496,493			\$3,496,493.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
9	2015			\$1,881,563			\$1,881,563.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
10	2016			\$1,872,163			\$1,872,163.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
11	2017			\$1,871,363			\$1,871,363.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
12	2018			\$1,871,563			\$1,871,563.00	\$0.00	\$0.00	\$0.00	\$0.00	#N/A	#N/A
13	Totals		\$17,021,513.76	\$23,181,975	\$807,437.34	\$0.00	\$23,989,412.34	\$10,158,385.42	\$15,570,263.74	\$1,451,250.02	\$8,707,135.40		

M

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc., for Ongoing Consulting Engineering Services at the Holley Court Parking Garage in an amount not to exceed \$21,000 and Waiving the Bid Process.

Resolution or Ordinance No. _____

Date of Board Action: September 18, 2012

Submitted by:



Jill Velan, Interim Manager Parking and Mobility Services

Village Manager's Office:



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

On November 28, 2011, the Village Board approved a continued professional services agreement for Wiss Janney Elsner and Associates (WJE) to act as the Village's owners representative and conduct in the field inspections for the repair of the west expansion of the Holley Court Parking Garage. At that time, Hunt and Joiner, Inc, Consulting Engineers of Dallas, Texas, working on behalf of Whiteco Residential LLC completed two areas that were in need of repair from the Holley Court Parking Garage Report that was submitted to the Village by WJE on February 17, 2011.

Whiteco Residential LLC will now complete the remainder of the repairs on the Holley court expansion. As such the Village will need to continue the services of WJE to make sure the final plans and repair work to the remaining levels of the garage are acceptable to the Village. The proposed plan review, inspection and observation services are expected to be performed in an amount not to exceed \$21,000.

This contract is for plan review and owners representative services and is being forwarded to the Village Board for approval, even though the amount is under the \$25,000 spending authority of the Village Manager, because this is an extension of similar services for the same project that has exceeded the \$25,000.

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

WhiteCo plans to start the work for Levels 1-5 of the Holley Court Garage once final plans for the remaining repairs are submitted and reviewed by the Village's owners representative. Repairs are expected to be completed in the fall of 2012.

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

The FY 2011 budget provides funding for contractual services and related expenditures in the Parking Fund in account no. 5060-43770-530660.

Proposed Action: Approval of the Resolution.

RESOLUTION

**RESOLUTION AUTHORIZING A
PROFESSIONAL SERVICES AGREEMENT WITH
WISS, JANNEY, ELSTNER ASSOCIATES, INC.,
FOR ONGOING CONSULTING ENGINEERING SERVICES
AT THE HOLLEY COURT PARKING GARAGE IN AN AMOUNT NOT TO
EXCEED \$21,000 AND WAIVING THE 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 sign a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc., Chicago, IL, for ongoing consulting engineering services related to the Holley Court public parking structure as provided for in the September 6, 2012 Professional Services Agreement in an amount not to exceed \$21,000.

The contract shall substantially conform to the contract attached hereto as Exhibit A dated September 6, 2012 and made part hereof.

BE IT FURTHER RESOLVED that the Village's formal bid process is waived for these services.

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 September, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

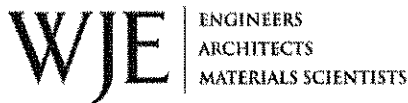
ABSENT:

ADOPTED AND APPROVED by me, this 18th day of September 2012.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Wiss, Janney, Eistner Associates, Inc.
10 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Via Email: JVelan@oak-park.us

September 6, 2012

Ms. Jill Velan, Interim Manager
Parking and Mobility Services
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

Re: Holley Court Garage Expansion
Review of Proposed Phase 2 Repairs
WJE No. 2010.4171.6

Dear Ms. Velan:

At your request, Wiss, Janney, Eistner Inc. (WJE) has prepared this revised proposal to provide the Village of Oak Park (VOP) with consulting engineering services on the Holley Court Garage Expansion located between Ontario and Lake Streets on Harlem Avenue in Oak Park, Illinois. The purpose of our services is to review repair documents and perform site observation services for the installation of the proposed Phase 2 repairs.

Based on our meeting at the Holley Court Garage Expansion on August 31, 2012, we understand that the developer of the property, White/Peterman Properties, Inc. (White/Peterman), intends to move forward with additional repairs to the concrete structure. Repair work was previously performed at Columns B-3.8 and C-4X on Level 6 from November through December 2011. Prior to the meeting, the VOP provided WJE with a preliminary set of repair drawings, prepared by Hunt & Joiner, Inc. of Dallas, Texas, dated November 7, 2011. The repair drawings address repairs at Level 6; however, White/Peterman reported that these drawings will be adapted to address deficient conditions identified on the lower levels.

Scope of Services

WJE proposes the following scope of services to assist the VOP with the review of the proposed Phase 2 repairs at the Holley Court Garage Expansion:

Task 1 - Review of Level 6 Repair Documents

1. Attend a preliminary meeting at the Holley Court Garage Expansion with representatives of the VOP and White/Peterman to discuss the proposed Phase 2 repairs and schedule. WJE attended this preliminary meeting on August 31, 2012.
2. Review drawings, specifications, reports, and other documents as provided to us by White/Peterman and its engineers describing the results of testing, structural analysis, and proposed strengthening repairs of the existing concrete structure at Level 6. Communicate, as required, with the engineers working for White/Peterman to answer questions, get clarifications, and discuss the general intent of the proposed strengthening repairs. For the purposes of this proposal we have assumed that WJE will review up to two iterations of the repair documents.

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

3. Upon the completion of our review, prepare a brief written letter summarizing our findings and recommendations, if any.

Task 2 - Review of Repair Documents for Remaining Levels

1. Review drawings, specifications, reports, and other documents as provided to us by White/Peterman and its engineers describing the results of testing, structural analysis, and proposed strengthening repairs of the existing concrete structure at Levels 2 through 5. Communicate, as required, with the engineers working for White/Peterman to answer questions, get clarifications, and discuss the general intent of the proposed strengthening repairs. For the purposes of this proposal we have assumed that WJE will review up to two iterations of the repair documents.
2. Upon the completion of our review, prepare a brief written letter summarizing our findings and recommendations, if any.

Task 3 - Site Observation Services

1. Attend a preconstruction meeting with the contractor, representatives of White/Peterman, and representatives of the VOP to discuss the work schedule and coordination of the project.
2. Perform periodic site visits to observe completed work and work in progress, and prepare weekly written site visit reports summarizing our observations and comments. For the purposes of this proposal we have assumed performing 1 to 2 site visits per week for an anticipated project duration of 8 weeks.
3. At the request of the VOP, attend periodic progress meetings. It is assumed that progress meetings will be arranged to coincide with site observation visits when possible.
4. Review site visit reports, test data, and other documents prepared by White/Peterman's consultants with regard to the installation of the repairs and provide comments and/or recommendations as needed.
5. Attend a final inspection with the contractor, representatives of White/Peterman, and representatives of the VOP at Substantial Completion.

Budget

We propose to provide the VOP with professional services to perform the scope of services, as outlined above, for the following budgets:

Task 1 - Review of Level 6 Repair Documents:	\$6,000
Task 2 - Review of Repair Documents for Remaining Levels:	\$3,000
Task 3 - Site Observation Services:	\$12,000

Actual charges for professional services performed on this project will be based upon time and related expenses in accordance with our standard hourly rate schedule in effect at the time that the work is performed. All professional services will be performed in accordance with the enclosed Terms and Conditions for Professional Services dated October 1, 2009, and amended with handwritten notes provided in earlier recent contracts with the VOP. We will not exceed the estimated budget for any task without your prior approval.

If you accept this proposal please sign and date below and forward to us via email.

If you have any questions, please feel free to call us.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Nicholas Chow
Project Manager



Carl A. Peterson
Principal

NC/CAP:laa

Enclosure

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM

SEP 11 2012



LAW DEPARTMENT

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. ^{within 30 days of} ~~invoices considered past due are subject to any related attorneys fees and collection expenses.~~ ^{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.

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

will provide the village with all reports, test results, data and information obtained or created as a result of the services provide however, that

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.

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VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

**Item Title: Resolution Authorizing a Subordination of Lien, BPIP-002,
(1032 S Taylor Avenue)**

Resolution or Ordinance No. _____

Date of Board Action: **September 17, 2012**

Staff Review:

Department Director Name:



Tammie Grossman

Village Manager's Office:



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

On June 21, 2004, pursuant to the Barrie Park Investment Program, the Board of Trustees approved a \$15,000 loan to the owners of 1032 South Taylor Avenue. The loan is supported by a mortgage which was recorded against the property. The mortgage was recorded as a second mortgage on the property with the purchase loan mortgage being first.

Loans made under the Barrie Park program are deferred for repayment until conveyance or transfer of any interest in the property. The guidelines were amended in September 2008 to clarify under what circumstances requests for subordination will be granted. The guidelines provide that in cases where former loan recipients wish to refinance mortgage(s), other than the Village's, and request that the Village maintain its subordinate position, the Village will agree to maintain its junior position if:

- a. The terms of new first mortgage are more advantageous to the homeowner and are reasonable under current market conditions; and
- b. There is adequate equity in the property to support the total proposed encumbrance, at least 15% equity (if necessary, homeowner(s) will submit an appraisal as proof of equity); and
- c. The cost of the refinance is the only allowable equity taken out of the property.

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

The homeowners are seeking to replace their current primary mortgage at 4.875% interest rate with a new primary mortgage at 4.00% interest rate. This new loan will provide a fixed rate, 25 year mortgage. The amount of the new loan will be \$241,424.00. The homeowners are not taking any equity out of the property, except for closing costs.

The issuing lender will not make the loan unless that mortgage is the first mortgage lien against the property. The lender is requesting that the Village subordinate its mortgage to their new first mortgage. The Village's mortgage was created as a second mortgage. By

agreeing to subordinate, the Village is agreeing to remain in junior position as a second mortgage.

In this case, the property is appraised at \$330,000.00. The first mortgage of \$241,424.00, and the Village's \$15,000 mortgage equal total debt of \$256,424.00, leaving 22.30% equity. Staff believes that there is sufficient equity to protect the Village's investment and is recommending the subordination.

The request complies with two of the Village guidelines requirements; more favorable mortgage terms and no equity being taken out of the property. This refinancing also provides a small reduction in the monthly payments. There is sufficient equity to protect the Village's investment and is recommending the subordination.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

This is a normal function of loan portfolio management. No other governmental entities are involved.

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

The subordination is not a direct cost to the General Fund. Staff time in document preparation, which is a regular part of loan portfolio management, is the only cost.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

The alternative would be to deny the subordination request which would result in the homeowner being unable to obtain a new first mortgage, or would require them to repay the Village loan, which would decrease the equity in their home and increase their monthly mortgage payments.

Proposed Recommended Action: Approve the Motion

N

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Titles: Ordinances and Resolutions Related to the Sale of the Residential, Retail and Townhouse Parcels in the Harlem-Ontario Mixed Use Development (commonly known as the Whiteco Development.)

Resolution or Ordinance No:

1. Ordinance Authorizing The Approval of The Sale of The Residential, Retail And Townhouse Parcels of The Harlem-Ontario Mixed Use Development by WR XXIV, LLC To OPP Apartments LLC.
2. Ordinance Authorizing the Execution of a Certificate of Completion and Partial Termination and Release of the Amended and Restated Redevelopment Agreement and Authorizing the Execution of an Amended and Restated Operating Easement Agreement Related to The Harlem-Ontario Mixed Use Development
3. Ordinance Authorizing Acceptance of Title to Certain Real Property
4. Resolution Authorizing the Execution of a Warranty and Repair Agreement
5. Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate Related to the Harlem Ontario Mixed Use Development.

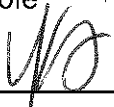
Date of Board Action: September 18, 2012

Staff Review:



Rob Cole

Village Manager's Office:



Lisa Shelley

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

In 2004, the Village approved Ordinance 2004-O-60 authorizing Executive of the Amended and Restated Redevelopment Agreement with Whiteco Residential LLC to develop the Harlem-Ontario Mixed Use Development, consisting of a 14 floor residential apartment building, retail space, townhouses, and the expansion of the Holley Court Garage. In 2005, the Village approved Ordinance 2005-O-14 authorizing issuance of a Special Use Perform to allow a Mixed-Use Planning Development.

Pursuant to the Redevelopment Agreement, Whiteco transferred title to the Garage Parcel to the Village in 2009 following completion of construction. As such, the Garage Parcel is owned by the Village.

Whiteco Residential LLC has a contract to sell the Residential, Retail and Townhouse parcels in the Harlem-Ontario Mixed Use Development and pursuant to the Redevelopment Agreement has requested Village approval of the sale.

The proposed purchaser is OPP Apartments LLC, which is owned by a public employee statewide

consolidated retirement system. The Interim Village Manager and her designees have reviewed the purchaser and concluded that the retirement system is considered a top tier statewide system which is well funded and has adequate resources to procure and maintain the property at Harlem and Ontario. Further, the purchaser is represented by Cornerstone Real Estate Advisors LLC, Chicago Illinois and the purchase will utilize Lincoln Property Company as the on-site management and leasing firm for the Property. Lincoln is a reputable leasing and management firm in the real estate industry and it is reasonable to expect that they will continue to operate the property in a professional, quality manner.

The potential sale of the property allows for the update of existing development documents to reflect that the project is no longer proposed. Rather it is a built and occupied mixed-use development. The updated documents established those development related the rights, duties and obligations of the parties which are intended to run with the land into the future and set forth the continuing relationship with the new prospective owner. As a result, the documents associated with this agenda item have been prepared for Village Board for review and approval.

It is additionally noteworthy that in regards to the public parking garage parcel, in September 2010, Village maintenance staff noted cracking of some concrete on the fifth floor in the west expansion area. Holley Court has six levels, the top being the roof. Staff determined that additional inspections were needed. A structural engineer was hired to inspect and determine if this particular issue was the normal cracking that occurs in a facility that is essentially an outdoor structure exposed to weather around the clock, year round. The Village's structural engineer - Wiss, Janney, Elstner Associates, Inc. (WJE) - issued a report on February 17, 2011 regarding their investigation. The report recommended repairs along with a possible design solution for those repairs. Staff began significant review and dialogue with Whiteco regarding the needed repairs to strengthen identified areas and improve the structural design. In late 2011, Whiteco completed at their expense, which is estimated at \$100,000 the first phase of repairs.

Whiteco, as a condition of the sale for the property has agreed at the time to post cash in an escrow in the amount of \$200,000 for the phase two repairs that will be completed this fall. The amount is based on the contract amount that Whiteco has in place for completion of the work. In addition, Whiteco is reimbursing engineering fees incurred by the Village to date in the amount of \$140,000 related to the inspection and review of the work since September of 2011. The Holley Court Garage is the Village's largest structure and it is vital to our central business district. The Village has worked diligently to address this issue with Whiteco for all necessary corrective measures.

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

For ease of reference, the following policy commentary is organized by document groupings listed in the title of this agenda item commentary, with each grouping identified using italic.

Ordinance Authorizing The Approval of The Sale of The Residential, Retail And Townhouse Parcels of The Harlem-Ontario Mixed Use Development by WR XXIV, LLC To OPP Apartments LLC.

This document authorizes and directs the Village Manager to review the financial information of the

purchaser of the Retail, Residential and Townhouse Parcels to ensure that proposed purchaser has the financial capacity to own and manage the Harlem-Ontario Mixed Use Development, and subject to that review, authorizes the sale of those parcels.

Ordinance Authorizing the Execution of a Certificate of Completion and Partial Termination and Release of the Amended and Restated Redevelopment Agreement and Authorizing the Execution of an Amended and Restated Operating Easement Agreement Related to The Harlem-Ontario Mixed Use Development.

A. The Certificate of Completion and Partial Termination and Release of the Redevelopment Agreement document sets forth the continuing obligations of the parties in the Redevelopment Agreement, releases those terms that have been fully performed, and certifies the completion of the Retail, Residential and Townhouse Parcels. The significant points of this document are as follows:

1. The Retail, Residential and Townhouse parcels constructed by Whiteco are complete;
2. The Parking Garage Parcel, owned by the Village (and not part of the sale) has an outstanding punch list of repairs that will be subject to a warranty and repair agreement with Whiteco that survives the sale of the other parcels in the development. This will allow the sale of the Retail, Residential and Townhouse parcels, while continuing to bind Whiteco to repair the garage as its constructor; and
3. The terms of the Redevelopment Agreement which will remain as a continuing obligation of the parcel owners are:
 - a. The new Residential Parcel owner remains obligated to continue to operate the Residential Parcel as rental apartments, rather than as condominiums for a ten year period. That period expires on July 10, 2019, as per the terms of the RDA. In the event the Residential parcel is subdivided into condo units, the condo converter is required to purchase from the Village the required parking spaces at a formula set forth in the Redevelopment Agreement;
 - b. The Residential owner is obligated to purchase 200 Mandatory Parking Permits in the Holley Court Garage and to make those permits available to the tenants;
 - c. The Village will retain the right to approve any retail tenant that might replace Trader Joes, but that approval will expire in 2016. Staff believes that the restrictions in the Transit Related Retail Overlay District sufficiently cover the Village's interests in this site;
 - d. The Village will review and approve the financial capacity of the currently

proposed purchaser, but believes it is reasonable to release this clause going forward. Staff believes that this clause was primarily concerned with ensuring that the development not be sold before the development was complete unless the buyer had the ability to complete it in accordance with the RDA; and

e. The Residential Owner continues to obligated to provide an easement for access for public art. That easement was executed and recorded against the property and the art is installed, but the continuing obligation to have that easement is maintained in the agreement anyway.

B. The Operating Easement Agreement was originally drafted as part of the first iteration of the Harlem-Ontario Redevelopment Agreement in 2002. At that time, the plan for development proposed constructing the various elements in a vertically stacked structure. That plan was subsequently altered to what we have today in the Amended and Restated Redevelopment Agreement. However, the Operating Easement appears not to have been fully updated as part of the 2006 renegotiation of the RDA to reflect changes in the design. As a result, the Operating Easement Agreement contains language which is not relevant to the development as built. The agreement describes the manner in which the parties share the costs of maintenance of shared stairwells and elevator facilities. There are no shared elevators in the development. The development has one stairwell that intersects the vertically subdivided parcels. The proposed new owner has agreed to assume full maintenance responsibility for that stairwell, which principally serves as an emergency exit stairwell for the Residential Parcel. Because of their assumption of responsibility for that stairwell, previous language apportioning costs for shared maintenance of elevators and stairwells is no longer relevant or necessary.

Ordinance Authorizing Acceptance of Title to Certain Real Property.

In reviewing the status of this development in connection with this proposed sale, staff determined that it would be in the Village's best interests to accept title to a small strip of land that runs along the west boundary of the Garage, between the garage and the public right of way. As originally subdivided, this parcel was retained by the developer in order to meet certain zoning requirements. The planned development zoning is in place for the entire development envelope so that it no longer matters who has title to that strip of land. Whiteco has agreed to deed that strip to the Village, and it makes sense to take title to it. The result will be that the Village has title to what appears to the common eye to be the property on which the western expansion of the Holley Court garage sits. Title will be transferred to the Village at no cost, by special warranty deed by a minimal amount of title insurance.

Resolution Authorizing Execution of a Warranty and Repair Agreement.

The Village is the owner of the Parking Garage Parcel of the Whiteco Development. That parcel is not being offered for sale and is not part of the purchase of the remaining parcels.

However, in connection with this sale, the Village is interested in ensuring that Whiteco remain responsible to complete the repairs to the western expansion of the Holley Court garage. The Warranty and Repair Agreement binds Whiteco to perform these outstanding repairs to the Holley Court Garage. As part of that agreement, Whiteco will post cash in the amount of \$200,000 in an escrow with First American Title Company, and will reimburse the Village for approximately \$140,000 in professional engineering fees. Whiteco also agrees to assign its construction contract with WPM, the constructor of the garage, to the Village so that the warranties contained in that contract run in favor of the Village.

Resolution Authorizing the Execution of an Operating Easement Agreement Estoppel Certificate Related to The Harlem-Ontario Mixed Use Development.

OPP Apartments, LLC, the buyer of the Retail, Residential and Townhouse parcels, is interested in ascertaining, prior to closing, whether the Village considers there to be any outstanding defaults in the Operating Easement Agreement, which is recorded against title to those parcels. This Estoppel Certificate states that there are no such defaults.

Intergovernmental Cooperation Opportunities (describe if there are opportunities for cost savings or better service with this item by joint participation from other local Oak Park governmental agencies, or regional municipalities):

Not applicable.

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

There is no Village of Oak Park cost associated with this transaction. The Village will receive a substantial real estate transfer tax as a result of this transaction.

Item Action Options/Alternatives (List the alternative actions; list the positive and negative implications of each; if no alternatives, explain why):

Not applicable. The Redevelopment Agreement provides for sale of the property in accordance with specified terms, which are being complied with.

Proposed Recommended Action: Approve the necessary ordinances and resolutions.

**RESOLUTION
AUTHORIZING SUBORDINATION
OF LIEN ON PROPERTY LOCATED AT
1032 South Taylor Avenue**

Whereas, the Village of Oak Park's Barrie Park Investment Program authorized the Village to make grants and loans to owners of property in the Barrie Park neighborhood for purposes of rehabilitating their properties and improving the Village's housing stock; and

Whereas, Barrie Park loans are interest-free, deferred-payment loans payable in full upon the earlier of the conveyance or transfer of any interest in the subject property by the mortgagor; or the conveyance or transfer of any interest in the subject property by the estate of the mortgagor and are supported by a Note and a Mortgage which is recorded against the property; and

Whereas, the Village awarded a Fifteen Thousand (\$15,000) loan to Jennifer L. Ostermeier and Samir Oufkir as the owners of 1032 South Taylor Avenue pursuant to the Barrie Park Investment Program; and

Whereas, Jennifer L. Ostermeier and Samir Oufkir entered into a Note for \$15,000 dated June 21, 2004; and

Whereas, the Village recorded the mortgage with the Cook County Recorder of Deeds; and

Whereas, at the time the mortgage was recorded, it was a second mortgage against the property; and

Whereas, Jennifer L. Ostermeier and Samir Oufkir have applied and been conditionally approved for a new primary mortgage with Wintrust Mortgage; and

Whereas Wintrust Mortgage is conditioning the approval on being the first mortgage against the property; and

Whereas, the Village specifically finds that for its mortgage to remain second is consistent with the goals of the Barrie Park Investment Program.

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

SECTION 1: FINDINGS:

The above stated recitals shall be incorporated herein as findings of fact.

SECTION 2:

The Village Manager is authorized and directed to execute a Subordination of Lien for the purposes set forth in the Findings. Said Subordination shall conform substantially to the Subordination attached hereto as Exhibit A.

SECTION 3: The Village Manager is authorized and directed to endorse the Village's Note for the subject property with the following recital: "This Note in the amount of \$15,000 is secured by a Mortgage which is junior and subordinate to the lien of that certain Mortgage document dated _____ from Wintrust Mortgage.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

ADOPTED this 17th day of September, 2012 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 17th day of September, 2012.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk

PIN: 16-17-313-018-0000

Subordination of Lien

WHEREAS, Jennifer L. Ostermeier and Samir Oufkir, by Mortgage dated June 21, 2004, and recorded in Office of the Cook County, Illinois Recorder of Deeds on July 21, 2004 as document number 0420348073, conveyed to the Village of Oak Park, to secure an Installment Note for FIFTEEN THOUSAND and No/100 Dollars (\$15,000.00) with interest payable as therein provided, certain premises in Cook County, Illinois, described as follows:

Lot 21 in Block 6 in Austin Park Subdivision of the East 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number: 16-17-313-018-0000

Common Address: 1032 South Taylor Avenue Oak Park, Illinois 60304

And WHEREAS Jennifer L. Ostermeier and Samir Oufkir, by Mortgage, dated _____, and recorded in the Office of the Cook County Recorder of Deeds as Document _____, did convey to Wintrust Mortgage the same above described premises to secure an Installment Note for Two Hundred Forty One Thousand Four Hundred Twenty-four and no/100 (\$241,424.00) with interest, payable as therein provided; and

WHEREAS, the Note secured by the Mortgage first described is held by the Village of Oak Park, an Illinois Municipal Corporation, as sole owner and not as agent for collection, pledge or in trust for any person, firm or corporation; and

WHEREAS, the Village of Oak Park wishes to subordinate its Mortgage lien to the Wintrust Mortgage lien recorded as Document No. _____ on _____ in the Office of the Cook County Recorder of Deeds.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid, the Village of Oak Park hereby covenants and agrees with Wintrust Mortgage that the Village of Oak Park's Mortgage lien and the Note which it secures, as above described, shall be and remain at all times a second lien upon the above described premises subject to the above described Mortgage lien of Wintrust Mortgage for all advances made or to be made on the note secured by the Wintrust Mortgage and for all other purposes specified therein.

WITNESS the Village of Oak Park has caused this Subordination to be signed by its duly authorized officer and attested by a Notary Public this 17th day of September, 2012.

ATTEST:

VILLAGE OF OAK PARK

BY: _____

Teresa Powell, Village Clerk

TITLE: _____
Interim Village Manager

I, the undersigned, a Notary Public in Cook County, Illinois, do hereby certify that Cara Pavlicek, Interim Village Manager for the Village of Oak Park, personally known to me to be the same person whose name appears above, appeared before me this day in person and acknowledged that he signed, sealed and delivered this document as a free and voluntary act for the uses and purposes set forth herein, on behalf of the Village of Oak Park, being first duly authorized thereon to.

Given my hand and Notarial Seal _____
(Date)

(Notary Public)

Deliver to: Recorder's Office Box No. 321

NOTE

\$15,000.00

Oak Park, Illinois, June 21, 2004

FOR VALUE RECEIVED, Jennifer L. Ostermeier and Samir Oufkir promise to pay to the Village of Oak Park, Illinois the principal sum of FIFTEEN THOUSAND and no/100 (\$15,000.00) Dollars and no interest except as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:


The conveyance or transfer of any interest in the following described real estate by the mortgagor or by the estate of the maker;

The principal of each of said installments unless paid when due shall bear interest after maturity at the then highest rate permitted by law or nine percent per annum whichever is greater. Said payments are to be made at such banking house or trust company, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Finance Director, 123 Madison Street, Oak Park, Illinois 60302.

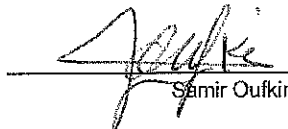
Without the prior written consent of the holder or holders of this note, the maker or makers hereof shall not convey or encumber title to the premises securing the payment hereof. The holder or holders of this note may elect to accelerate the entire unpaid principal balance in the manner hereinafter provided herein for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

The payment of this note is secured by mortgage, bearing even date herewith, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case the maker or makers hereof shall convey or encumber title to the premises securing the payment hereof without the written consent of the holder or holders, or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said mortgage. A violation notice from the Village of Oak Park shall be *prima facie* evidence of a default in the performance of the mortgagor's agreement to keep the premises fully repaired and in compliance with the Code of the Village of Oak Park including the provisions relating to Housing, Building, Zoning, and Fair Housing, as set forth in paragraph 1(17) of the aforementioned mortgage.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.



Jennifer L. Ostermeier



Samir Oufkir

ENDORSEMENT

This Note in the amount of \$15,000 is secured by a Mortgage which is junior and subordinate to the lien of that certain Mortgage document dated _____ from Wintrust Mortgage.

Cara Pavlicek
Interim Village Manager

Initial
Jennifer L. Ostermeier

Initial
Samir Oufkir

ORDINANCE AUTHORIZING THE APPROVAL OF THE SALE OF THE RESIDENTIAL, RETAIL AND TOWNHOUSE PARCELS OF THE HARLEM-ONTARIO MIXED USE DEVELOPMENT BY WR XXIV, LLC TO OPP APARTMENTS LLC.

RECITALS:

A. The Village of Oak Park and WR XXIV, L.L.C. are parties to an Amended and Restated Redevelopment Agreement for the Harlem – Ontario Mixed Use Development, (“RDA”).

B. Section 12.19 of the RDA provides as follows:

The Developer or its affiliate company or companies, shall develop, own and provide management for the Townhouse, Residential and Retail Parcels. The Developer may, however, convey title to all or a portion of the Townhouse, Residential and Retail Projects and it shall be understood that the Townhouse, Residential and the Retail Parcels may be separated and sold individually at the discretion of the Developer if: a) a certificate of occupancy has been issued with respect to such parcel pursuant to Section 8.03 (provided, that this paragraph a) of Section 12.19 shall not apply to the Townhouse Parcel) with respect to the Residential Parcel, the Developer conveys title to a new owner with at least the financial resources capable of owning and operating the Residential Parcels in a professional manner consistent with the intent of this RDA and with residential management ability similar to the Developer; c) with respect to the Retail Parcel, the Developer conveys title to a new owner with financial resources reasonably capable of owning and operating the Retail Parcel in a professional manner consistent with the intent of this RDA and with retail management ability of a

reasonable level required in relation to the Retail Parcel; and d) with respect to the Townhouse Parcel, the Developer conveys title to a new owner with financial resources reasonably capable of owning and operating the Townhouse Parcel in a professional manner consistent with the intent of the RDA; provided in each instance that the Village approves the conveyance of any of the Parcels based upon the above criteria. Notwithstanding anything contained herein to the contrary, any such conveyance shall be subject to the terms t hose provisions of Section 12.17 of this RDA. The Village's timely approval shall not be unreasonably withheld, conditioned or delayed.

C. WR XXIV, L.L.C., as the Owner of the Residential, Retail and Townhouse Parcels, proposes to convey title to those parcels to OPP Apartments LLC

D. Certificates of Occupancy have been issued for the Residential, Retail and Townhouse Parcels.

Now Therefore, be it ordained by the President and Board of Trustees of the Village of Oak Park, Illinois, acting pursuant to its home rule powers, as follows:

Section One: The recitals stated above are incorporated herein.

Section Two: The Village approves the conveyance of the Residential, Retail and Townhouse Parcels of the Harlem Ontario Mixed Use Development to OPP Apartments LLC ("Purchaser") subject to the Interim Village Manager's review of the financial information submitted to her by the Purchaser and her determination that the Purchaser has the financial resources reasonably capable of owning and operating the Residential, Retail and Townhouse Parcels in a professional manner consistent with the -provisions of

the RDA. The Interim Village Manager is authorized and directed to execute such documents on behalf of the Village indicating the Purchaser's satisfaction of the foregoing conditions as may be necessary.

Section Three: 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 September, 2012 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September, 2012

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

ORDINANCE AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION AND PARTIAL TERMINATION AND RELEASE OF THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED OPERATING EASEMENT AGREEMENT RELATED TO THE HARLEM-ONTARIO MIXED USE DEVELOPMENT

RECITALS:

The Village of Oak Park enacted Ordinance No 2004 O 60 authorizing the execution of an Amended and Restated Redevelopment Agreement for the Harlem – Ontario Mixed Use Development, (“RDA”). The Village of Oak Park subsequently enacted Ordinance 2005 O 13 authorizing the execution of a Modification Agreement to the RDA. The RDA, Modification Agreement and authorizing ordinances were recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426135. The RDA, as so amended, was assigned by Whiteco Residential LLC to, and assumed by, WR XXIV L.L.C., pursuant to an Assignment and Assumption of Redevelopment Agreement recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426131 (the “Assignment”).

WR XXIV, L.L.C., as assignee of Whiteco Residential, L.L.C and the Village of Oak Park are parties to, or successors in interest to parties to, an Operating and Easement Agreement dated December 16, 2009 (the “OEA”) and recorded in the Recorder’s Office of Cook County, Illinois on December 21, 2009, as Document No. 0935518076.

The RDA and OEA burden title to the Residential, Retail, Townhouse and Garage Parcels of the Harlem Ontario Development.

WR XXIV, L.L.C has caused the Residential, Retail and Townhouse Improvements to be developed in accordance with the terms of the RDA. The Village is willing to certify their completion and to release certain fully performed terms of the

RDA as stated in the Certificate of Completion and Partial Termination and Release of Redevelopment Agreement attached hereto as Exhibit A.

WR XXIV L.L.C has caused the Parking Garage Improvements to be developed in accordance with the RDA except for the completion of punch list items contained in a warranty and repair agreement between Whiteco Residential L.L.C., as the constructor of the garage, and the Village.

WR XXIV, L.L.C and the Village desire to amend the OEA upon the terms and conditions set forth on the Amended and Restated Operating Easement Agreement attached hereto as Exhibit B.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Oak Park, Illinois, acting pursuant to its home rule powers, as follows:

Section One: The recitals stated above are incorporated herein.

Section Two: The Village Manager, or her designee, is authorized and directed to execute the Certificate of Completion and Partial Termination and Release of the Amended and Restated Redevelopment Agreement attached hereto as Exhibit A.

Section Three: The Village President is authorized and directed to execute an Amended and Restated Operating Easement Agreement in substantially the form attached hereto as Exhibit B.

Section Four: 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 September, 2012 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September, 2012

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

<p>This instrument prepared by and after recording return to:</p> <p>John C. Huff Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606</p>	
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**CERTIFICATE OF COMPLETION AND PARTIAL TERMINATION AND
RELEASE OF REDEVELOPMENT AGREEMENT**

THIS CERTIFICATE OF COMPLETION AND PARTIAL TERMINATION AND RELEASE OF REDEVELOPMENT AGREEMENT ("**Certificate**") is entered into on September 18, 2012, by and between the Village of Oak Park, an Illinois municipal corporation and home rule unit of local government (the "**Village**") and WR XXIV, LLC, an Indiana limited liability company ("**Developer**"), pursuant to Section 15.05 of the Amended and Restated Development Agreement for Harlem-Ontario Mixed-Use Development by and between the Village and Whiteco Residential, LLC, an Indiana limited liability company ("**Whiteco Residential**") dated November 15, 2004 (the "**RDA**").

The RDA was entered into by the Village and Whiteco Residential as authorized by Village of Oak Park Ordinance No 2004 O 60. The RDA was subsequently amended by a Modification to Amended RDA dated March 7, 2005, authorized by the Village of Oak Park by Ordinance 2005 O 13 (the "**Modification Agreement**"). The RDA, the Modification Agreement and authorizing ordinances were recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426135. The RDA, as so amended, was assigned by Whiteco Residential to, and assumed by, Developer pursuant to an Assignment and Assumption of Redevelopment Agreement recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426131 (the "**Assignment**"). The RDA, Modification Agreement and Assignment are collectively referred to in this document as the "**Development Documents**".

Recitals

- A. The Property subject to the Development Documents and this Certificate is legally described on attached Exhibit A.
- B. Section 15.05 of the RDA provides, in part, that after completion of construction of the Project in accordance with the RDA, the Village shall, at Developer's request and in accordance with the then generally applicable Village ordinances,

furnish Developer with an instrument certifying such completion ("**Certificate of Completion**"), in such form as will enable it to be recorded with the Cook County Recorder's Office.

- C. This is the Certificate of Completion contemplated by Section 15.05 of the RDA, and the Village and Developer intend that it be recorded with the Office of the Cook County Recorder of Deeds in Cook County, Illinois.

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the Village and Developer hereby certify and agree as follows:

Certifications and Agreements

1. The Recitals are incorporated herein.
2. Capitalized terms used but not defined in this Certificate shall have the same meanings for purposes hereof as provided in the Development Documents.
3. Construction of the Residential, Townhouse and Retail Parcels of the Project has been completed in accordance with the Development Documents. Construction of the Parking Garage Parcel Improvements has been completed except for those continuing warranty obligations of Whiteco Residential to the Village with respect to the Parking Garage Parcel which are set forth in a separate warranty and repair agreement between Whiteco Residential and the Village (the "**Warranty and Repair Agreement**"). The Village acknowledges that title to the Parking Garage Parcel has been conveyed to the Village in accordance with the requirements of Section 16.01 of the RDA. The Village and Whiteco Residential acknowledge and agree that (i) anything in this Certificate to the contrary notwithstanding, the Warranty and Repair Agreement shall remain in full force and effect in accordance with its terms; and (ii) the Warranty and Repair Agreement is a separate obligation of Whiteco Residential which does not run with title to the land and shall not be deemed to be an obligation of any successor owner of all or any portion of the Residential Parcel, Retail Parcel or Townhouse Parcel.
4. The Village issued a Certificate of Occupancy on July 10, 2009.
5. Section 19.01 of the RDA provides that the term of the RDA terminates once all the obligations of the Parties have been fully performed, but that the commitments within the RDA that extend into the future shall be enforceable unless modified within the OEA or other agreement or upon mutual agreement of the parties. This document sets forth those terms of the RDA which do not terminate and modifies certain other terms as contemplated by Section 19.01. The parties agree and certify that all provisions of the RDA which have not been specifically set forth in the "Continuing Terms of the Amended and Restated Redevelopment Agreement for the Harlem-Ontario Mixed Use Development", attached hereto as Exhibit B have been fully performed.

6. Upon execution of this Certificate, the RDA shall terminate, except for those terms set forth on Exhibit B attached hereto, and provided that nothing herein shall be deemed to terminate or release that certain Operating and Easement Agreement dated December 16, 2009 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 2009 as Document No. 0935518076, as it may be amended from time to time (the "OEA").
7. The parties acknowledge and confirm that the provisions of the Development Documents set forth on Exhibit B attached hereto, are hereby modified as set forth in Exhibit B, and as so modified, are the only provisions which are intended to and shall run with the land, extend into the future and remain in full force and effect.
8. This Certificate binds the parties and their successors and shall run with the land.
9. This Certificate has been approved by the President and Board of Trustees of the Village of Oak Park pursuant to Ordinance 2012 O _____, dated September 18, 2012, a copy of which is attached hereto as Exhibit C.
10. Nothing in this Certificate is intended to modify or supersede the terms of the OEA.
11. WR XXIV, LLC certifies that the individual signing below is fully authorized to bind the entity.

IN WITNESS WHEREOF, the Village and Developer have signed this Certificate of Completion and Partial Termination of Redevelopment Agreement as of the date noted above.

VILLAGE OF OAK PARK,
an Illinois municipal corporation and home
rule unit of local government

REVIEWED AND APPROVED
AS TO FORM

SEP 14 2012

LAW DEPARTMENT

By: _____

Name: Cara Pavlicek

Title: Village Manager

Attest: _____

Name: Teresa Powell

Title: Village Clerk

WR XXIV, LLC,
an Indiana limited liability company

By: WHITECO RESIDENTIAL, LLC,
an Indiana limited liability company,
its Manager

By: _____
Name: _____
Title: _____

Acknowledgements

Acknowledgement—Village

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that David G. Pope, the President of the Village of Oak Park, an Illinois municipal corporation, and Teresa Powell, Village Clerk of the Village of Oak Park, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement as such Village President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the Agreement as their own free and voluntary act, and as the free and voluntary act of the Village, for itself and as President and Village Clerk, respectively, of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

Acknowledgement—Developer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing Agreement as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the agreement as his own free and voluntary act, and as the free and voluntary act of the corporation, for itself.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6A and 6B in Whiteco Resubdivision, recorded November 24, 2009 as Document Number 0932803062, being a resubdivision of land in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal meridian, in Cook County, Illinois. LOTS 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6A AND 6B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009, AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SURVEY RECORDED IN THE AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Common Address: 473-483 N. Harlem Avenue, Oak Park, Illinois
1125 Ontario Street, Oak Park, Illinois

PINs: 16-07-118-055
16-07-118-056
16-07-118-057
16-07-118-058
16-07-118-059
16-07-118-060
16-07-118-061
16-07-118-062
16-07-118-063
16-07-118-064
16-07-118-065

EXHIBIT B

CONTINUING TERMS OF THE AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT FOR THE HARLEM-ONTARIO MIXED
USE DEVELOPMENT

This document is entered into by and between the Village of Oak Park, an Illinois municipal corporation and home rule unit of local government (the "**Village**"), having an address at 123 Madison St., Oak Park, IL 60302, and WR XXIV, LLC, an Indiana limited liability company ("**Developer**"), as assignee of the Amended and Restated Redevelopment Agreement (the "**RDA**") between the Village and Whiteco Residential, LLC, an Indiana limited liability company ("**Whiteco Residential**") to set forth the continuing terms of the RDA as those terms are set forth below.

The RDA was entered into by the Village and Whiteco Residential as authorized by Village of Oak Park Ordinance No 2004 O 60. The RDA was subsequently amended by a Modification to Amended RDA dated March 7, 2005, authorized by the Village of Oak Park by Ordinance 2005 O 13 (the "**Modification Agreement**"). The RDA, the Modification Agreement and authorizing ordinances were recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426135. The RDA, as so amended, was assigned by Whiteco Residential to, and assumed by, Developer, pursuant to an Assignment and Assumption of Redevelopment Agreement recorded in the office of the Cook County Recorder of Deeds on May 24, 2006 as Document Number 0614426131 (the "**Assignment**"). The RDA, Modification Agreement and Assignment are collectively referred to in this document as the "**Development Documents**").

The following terms of the RDA govern the continuing relationship of the parties:

Section 5 F. PROJECT. The Village shall issue one (1) parking permit per Apartment ("Mandatory Residential Parking Spaces"), as further described in Section 12.15. The Village shall permanently issue parking permits for the Mandatory Residential Parking Spaces to the Developer for the use of the Apartment tenants, at the going rate from time to time in the Village, in accordance with the OEA between the Village and Developer as amended from time to time. The OEA shall be recorded against title at the time of closing. The Village shall lease to the Apartment tenants additional parking spaces requested by the Apartment tenants on a first come first serve basis as such spaces are available at the going rate and under the same terms and conditions as offered to the general public, from time to time in the Village as further defined and described in Section 12.16 herein (the "Requested Parking Spaces").

Section 5.01 C. Retail Parcel. Developer shall construct, market, own, lease and manage or sell, subject to the provisions of Article 12 below, approximately 14,000 square feet of commercial retail space ("Retail Project") on the ground floor of the Project, and also

certain ground level parking spaces as shown in the Plans. All of the Retail Project parking shall be for the exclusive use of the retail tenants.

The Retail Parcel shall be leased to a grocery store operating under the trade name "Trader Joe's" or other trade name utilized hereafter by such grocery store. If Developer desires to lease the Retail Parcel to any alternative retailer or commercial user, Developer shall submit the name, relevant financial materials and any other information relevant to Village for Village's review. The Village shall approve an established high-end grocery store similar to stores operated by Trader Joe's Company, Inc. (or its successor), or Whole Foods Market, Inc. (or its successor), which occupies not less than 10,500 square feet. Any other use or occupancy shall be subject to the absolute discretion of the Village. Such approval shall be granted or denied within fifteen (15) days of receipt by Village of such information. If Village fails to respond within such 15-day period, the approval shall be deemed granted. The provisions in this paragraph of Section 5.01(C) shall remain in effect until May 31, 2016 and shall be null and void and of no further force and effect from and after such date. All retail or commercial tenants must comply with the Village zoning and use ordinances applicable to street level retail spaces.

Section 5.03. Environmental Indemnity by Village. The Village hereby agrees to forever indemnify, defend and hold Developer, its successors, assigns and lenders, harmless from all costs, liabilities, expenses, fees and penalties incurred by Developer, its successors, assigns and lenders, in respect of its development, ownership and operation of the Property (i) in connection with the existence on the Property on or before the date of conveyance of title to the Property from the Village to the Developer, of soil and/or ground contamination in excess of those which are permissible under TACO and the NFR letter, if such letter is required; and (ii) in connection with the migration of contamination which existed on or before the date of conveyance of title to the Property from the Village to the Developer, from off-site onto the Property. Notwithstanding the foregoing, the foregoing indemnity does not include contamination resulting from migration occurring after the date of conveyance of title to the Property from off-site onto the Property.

Section 12.15. Mandatory Residential Parking Spaces. The Village and Developer acknowledge that the only source of parking for the Project (other than the ground level parking lot for the Retail Parcel) is the Village's Parking Garage Parcel. Subject to Section 12.19 (Ownership and Management), the Village shall permanently guarantee to the Developer the right to use one parking space per dwelling unit within the Parking Garage to service the Residential Project ("Mandatory Residential Parking Spaces") sufficient to permit the issuance by the Title Company of a modified 3.1 zoning endorsement with parking coverage. The cost of said endorsement is to be borne by the Village as part of the closing costs at the acquisition of the Property. On an annual basis the Developer cannot charge more, in the aggregate, for the parking rights than what the Village charges on an annual basis, unless the Developer is charged with expenses uniquely attributable to the Parking Garage. Said parking right shall be evidenced by issuance by the Village of one parking permit for each dwelling unit in the Project at the then current permit parking rates. Each permit shall run to the benefit of the Residential Project, and not to the Developer personally, and each such permit shall not authorize the use of any parking space exclusively but such spaces shall be used in common with other users of the Parking Garage. Said permits shall terminate upon demolition of the Project subject, however, to Developer's right to rebuild as provided in the OEA (the "Parking Term"). Developer shall be allowed to initially call for the issuance of the parking permits relating to the Mandatory Residential Parking Spaces from the Village beginning with the issuance of the first

occupancy permit for the Residential Project. Said call for permits shall be for any portion of the Mandatory Residential Parking Spaces as a percentage; however, within six months of the initial request, the Developer shall be required to obtain 100% of the permits for the Mandatory Residential Parking Spaces with not more than four total calls for permits. Any payments for the tendered parking permits during the six-month call period shall be prorated as to the actual number of permits tendered and starting as of the dates of permit issuance. Once 100% of the permits have been issued, the Developer shall begin the required full quarterly payments to the Village for 100% of the permits. Developer shall pay the current rate established by Village ordinance for permit parking throughout the Village for such kind of parking on a per quarter per permit basis for use and maintenance of the Mandatory Residential Parking Spaces and shall be paid quarterly in advance. The required payment of the permit fee shall be a covenant running with the Residential Project.

Section 12.16. Requested Parking Spaces. Village hereby grants to individual tenants of the Residential Project the right to obtain additional parking permits, as available, and under the same terms and conditions as such spaces are made available by the Village to the general public ("Requested Parking Spaces"). Such terms and conditions include the timely filing by the tenants of the renewal application and payment of the permit fee for the renewal of the permit in accordance with then current Village parking permit ordinance to retain possession of the Requested Parking Spaces. The Village's issuance of permits for Requested Parking Spaces shall be directly to the tenants leasing Apartments within the Residential Project. Individual tenants shall not be permitted to sell said permits to a third party and shall not be permitted to receive any consideration from a third party for the use of said spaces. The permit holder of a Requested Parking Space shall pay the published Village parking fee for the Requested Parking Spaces, during the period said Requested Spaces are being utilized. Once the holder of a requested permit has been issued a Requested Permit, the holder shall retain a priority for such permit as long as the permit fees are paid in a timely manner as required by the Village permit parking ordinances. However, at the permit holder's election, the permit need not be renewed at the end of any month, in which case the permit shall revert back to the Village and become available for public parking.

Section 12.17. Restrictions/Additional Covenants. Developer agrees that with respect to the construction and operation of the Project in accordance with the uses set forth herein, it shall devote the Parcels to the uses specified herein and in the Planned Development and shall observe and cause its agents and employees to observe, the following restrictions and covenants:

- A. **Continuation of Residential Project.** The Residential Project shall be operated as a rental property for a period of not less than ten (10) years from the date of substantial completion of the Residential Project. Substantial completion of the Project shall be the date that is the earlier of the date the Project receives the occupancy permit for the final residential units completed, or 9 months after the Residential Project receives the temporary certificate of occupancy. Said restriction on the rental period shall cease at the end of ten years and continuation as a rental property will be at the sole discretion of the Developer or its successors. The ten year period expires on July 10, 2019.
- B. **Intentionally Deleted.**

- C. **No Discrimination.** The Developer agrees not to discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Project or any improvements located or to be erected thereon, or any part thereof and observe all county, state and federal anti-discrimination housing laws and regulations.
- D. **Fully Performed and Intentionally Deleted.**
- E. **Intentionally Deleted.**
- F. **Tenant Reporting.** Developer shall require, as part of its retail lease terms, that all tenants shall provide State sales tax reporting information to the Village at the same time it is made available to the State.
- G. **Roof Antennas.** Developer agrees to make a section of the roof area available to the Village, at no cost, for the Village's installation and maintenance of one or more municipal communication system antenna(s), associated equipment and conduit. Similarly, Developer shall have the right to place antennas on the roof upon compliance with Village procedural codes. Developer agrees to coordinate the roof design with the Village staff to facilitate the installation of future antennas and related equipment and conduit. Village agrees to pay for the cost of its rooftop antennas and equipment.
- H. **Intentionally Deleted.**

Section 12.19. Ownership and Management. ~~The Developer, or its affiliate company or companies, shall develop, own and provide management for the Townhouse, Residential and Retail Parcels. The Developer may, however, convey title to all or a portion of the Townhouse, Residential and Retail Projects and it shall be understood that the Townhouse, Residential and the Retail Parcels may be separated and sold individually at the discretion of the Developer if: a) a certificate of occupancy has been issued with respect to such parcel pursuant to Section 8.03 (provided, that this paragraph a) of Section 12.19 shall not apply to the Townhouse Parcel) with respect to the Residential Parcel, the Developer conveys title to a new owner with at least the financial resources capable of owning and operating the Residential Parcels in a professional manner consistent with the intent of this RDA and with residential management ability similar to the Developer; c) with respect to the Retail Parcel, the Developer conveys title to a new owner with financial resources reasonably capable of owning and operating the Retail Parcel in a professional manner consistent with the intent of this RDA and with retail management ability of a reasonable level required in relation to the Retail Parcel; and d) with respect to the Townhouse Parcel, the Developer conveys title to a new owner with financial resources reasonably capable of owning and operating the Townhouse Parcel in a professional manner consistent with the intent of the RDA; provided in each instance that the Village approves the conveyance of any of the Parcels based upon the above criteria. Notwithstanding anything contained herein to the contrary, any such conveyance shall be subject to the terms those provisions of Section 12.17 of this RDA. The Village's timely approval shall not be unreasonably withheld, conditioned or delayed. If the Developer conveys title to the Residential Parcel at any time and which survive as expressly provided in this Certificate. If the Residential Parcel is subsequently brought under the~~

jurisdiction of the Illinois Condominium Act (subject to the rental term restrictions contained in this RDA), then the Developer or its successor in interest who is selling the individual units shall pay to the Village, at the closing of the units, a fee equal to the product of (X) \$6,896,247.43 (being 75% of the original cost of the Parking Garage Project of \$9,194,996.58), divided by (Y) 459 (being the total number of total parking spaces in the Parking Garage and), multiplied by (Z) the actual number of Mandatory Residential Parking Spaces rights being transferred to condominium unit owners. This compensation to the Village shall be considered a fair estimate of the fair market value of its parking rights under the OEA as of that date. The new owners of the parking rights shall enjoy the perpetual rights to the Mandatory Residential Parking Spaces in the same manner as the Developer, and will still be required to comply with the quarterly payments to the Village under the same terms contained herein and shall be accorded all the rights provided to the Developer hereunder for the use of the Mandatory Residential Parking Spaces and the Requested Parking Spaces.

Any retenanting of the Retail Parcel after a sale or after the termination of a lease contemplated herein for that Parcel shall comply with the requirements as established by the Village for the Downtown Business District and shall be subject to Section 5.01.C (Retail Parcel), subject to the limitations of survival of such Section 5.01.C as provided herein.

The Village shall continue to own and provide management for the Parking Garage Project from and after the date the Developer conveys title to the Parking Garage Parcel to the Village. If the Village transfers title to the Parking Garage Parcel, then any subsequent owner shall be bound by the terms of the OEA and this RDA with respect to the parking rights established herein. If the Village transfers title, the requirement for approval of any sale of the remaining Parcels and any potential parking rights consideration due by Developer upon sale of its Parcels shall terminate and be permanently waived.

~~If Village transfers title to the Parking Garage Project to another party, within 100 years of the date of the executing of this RDA, Developer or successor owner of the Residential Project shall have the right to acquire title or perpetual future right of use to the Mandatory Residential Parking Spaces at a price that is the lesser of the same price contracted to the other party for the other spaces within the garage, or 75% of the original cost of the spaces.~~

Section 19.01 Term of Agreement/Recording/Covenants Running with Land. The term of this RDA commenced on November 15, 2004 and shall terminate once all the obligations of the Parties hereto have been fully performed. Notwithstanding the above, commitments within this RDA that extend into the future shall be enforceable unless modified within the OEA or other agreements or upon mutual agreement of the Parties. The Parties agree to execute and deliver the original of this RDA in proper form for recording and/or indexing in the appropriate land or governmental records, and the Parties hereto acknowledge that this RDA, or a memorandum thereof, may be recorded with the Cook County Recorder to evidence the obligations and covenants contained herein, each of which shall, upon such recording, run with and bind the Property until such time as this RDA has been terminated as provided above, or by written instrument executed by all Parties hereto. Except to the extent expressly limited herein, either party hereto shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions hereof.

Section 19.02 Amendment. This RDA and any Exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 19.03 No Other Agreements. Except as otherwise expressly provided herein, this RDA supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the Plans and other Exhibits, represents the full integration of the agreement of the Parties.

Section 19.04 Consent. Except as otherwise provided in this RDA, whenever herein consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 19.05 Conflict of Interest/Limitation of Liability. No member, official or employee of the Village shall have any personal interest, direct or indirect, in this RDA; nor shall any such member, official or employee participate in any decision relating to this RDA which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No individual member, official, or employee of the Village shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to Developer or successor or on any obligation under the terms of this RDA.

Section 19.06 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this RDA.

Section 19.07 Intentionally Deleted.

Section 19.08 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

Section 19.09 Disclaimer. Nothing contained in this RDA, nor any act of the Village, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Village.

Section 19.10 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on (a) the third "business day" (defined as Monday through Friday, excluding Saturday, Sunday and all nationally recognized holidays) following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested; or (b) the next succeeding business day if sent by nationally recognized overnight courier; or (c) when received, if received on a business day, otherwise on the first business day after receipt, if sent by direct messenger, and in all cases, addressed as follows:

If to Village: VILLAGE OF OAK PARK
 123 Madison Street

Oak Park, Illinois 60302
Attention: Village Manager
708/383.6400

With copy to: VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Attorney
708/383.6400

With a copy to: Neal & Leroy, LLC
203 N. LaSalle Street, Suite 2300
Chicago, IL 60601
Attention: Richard F. Friedman, Esq.
312/641.7144

If to Developer: Whiteco Residential, LLC
1000 East 80th Place
Suite 700 North
Merrillville, IN 46410
Attention: Timothy J. Connelly, President

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be send.

Section 19.11 Governing Law. The provisions of this RDA shall be governed by the law of the State of Illinois, and the parties agree to consent to jurisdiction of the state and federal courts in Cook County, Illinois.

Section 19.12 Paragraph Headings. The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this RDA and shall not be used to interpret or construe the terms and provisions of this RDA.

Section 19.13 Counterparts. This RDA may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute a single RDA.

Section 19.14 Broker's Fees. The Developer and the Village each represents to the other that it has not engaged the services of any finder or broker with respect to the purchase of the Land and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Property, and each agrees to hold the other harmless from such commissions or fees as are alleged to be due from the party making such representations.

Section 19.15 Successors and Assignees. The terms, conditions, covenants and restrictions of this RDA shall extend and apply to and bind the successors and assignees of the Village and the successors and assigns of Developer.

Section 19.16 Severability. If any provision of the RDA, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the RDA shall be construed as if such invalid part were never included herein, and the RDA shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 19.17 Provisions not Merged with Deed. None of the provisions of this RDA are intended to, nor shall they be merged, by reason of any deed transferring title to any portion of the Property from the Village to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this RDA.

Section 19.18 Conflicts Among Provisions. In case of conflict between any Exhibit hereto and to this RDA, the terms of this RDA shall prevail.

The following terms of the Modification Agreement govern the continuing relationship of the parties:

Section 2. Contribution for Public Art. The Developer has paid to the Village a total sum of \$30,000. The foregoing sum was used by the Village as reimbursement for its costs in providing public art on the plaza at a location provided for such purpose at the northwest corner of the Property. The Developer, for itself, its successors and assigns, hereby grants to the Village a perpetual license for the placement and occupancy of such art and permission to the Village to enter upon the Property for the placement of, construction, inspection, maintenance and replacement of such public art. All responsibilities for the design, construction, placement, replacement and maintenance of such public art shall be that of the Village.

Section 3. Notice of Protest or Appeal of Assessed Valuation. The Developer, its successors and assigns, shall provide written notice to the Village of each and all protests or appeals of the assessed valuation of the Property, the Residential Parcel, the Retail Parcel or the Townhouse Parcel no less than five (5) business days prior to filing said protests or appeals of its intention to so file. The Developer shall give notice of such protest or appeal to the Village with its filing of such protest or appeal with the Assessor, Board of Appeals, the Property Tax Appeal Board, or the Circuit Court of Cook County, as the case may be. This section shall not apply to any person owning not to exceed one townhouse in the Townhouse Parcel or not to exceed one condominium unit in the Residential Parcel. The Developer shall also provide the Village with notice of its intention to file certificates of error or any permutations thereof no less than five (5) business days prior to filing such certificates of its intention to so file.

EXHIBIT C

APPROVING ORDINANCE

[See Attachment]

AMENDED AND RESTATED
OPERATING AND EASEMENT AGREEMENT
FOR
HARLEM-ONTARIO DEVELOPMENT
OAK PARK, ILLINOIS

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HARLEM-ONTARIO DEVELOPMENT

AMENDED AND RESTATED

OPERATING AND EASEMENT AGREEMENT

THIS AMENDED AND RESTATED OPERATING AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of December 16, 2009 September 2012 by WR XXIV, LLC, an Indiana limited liability company, ("Whiteco" or "Declarant"), as assignee of Whiteco Residential, L.L.C., an Indiana limited liability company ("Original Declarant"), and the Village of Oak Park, an Illinois municipal corporation and home rule unit of local government ("Parking Garage Parcel Owner" or "Village").

RECITALS:

(A) WR XXIV, LLC, as assignee of Whiteco Residential L.L.C., entered into that certain Operating and Easement Agreement For Harlem-Ontario Development, Oak Park, Illinois, dated as of December 16, 2009 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 2009 as Document No. 0935518076 (the "Original OEA"). The Original OEA encumbers the real property described on attached Exhibit A.

(B) WR XXIV, LLC is the owner of the Townhome Parcel, the Residential Parcel and the Retail Parcel (as such terms are defined below), and the Village is the owner of the Parking Garage Parcel (as such term is defined below).

(C) WR XXIV, LLC and the Village desire to amend the Original OEA to reflect the changes in the Project (as such term is defined below) as built, upon the terms and conditions set forth herein.

(D) The terms used in these Recitals, if not otherwise defined in these Recitals or in the immediately foregoing paragraph, have the meanings set forth in Article 1.

(BE) On December 2, 2002, Whiteco is the record legal titleholder of land legally described on Exhibit A, attached hereto and made a part hereof (the "Property"). Original Declarant as predecessor to Declarant, and Village of Oak Park, an Illinois home rule municipality (the "Village") have heretofore Residential, L.L.C. and the Village entered into a Redevelopment Agreement containing terms governing the redevelopment of the Property. On November 15, 2004, Whiteco and the Village entered into an Amended and Restated Redevelopment Agreement, authorized by Ordinance 2004 O 60, which Amended and Restated Redevelopment Agreement was further amended by a Modification Agreement executed on March 7, 2005 and approved by Village Ordinance 2005 O 13. For purposes of this document, the Amended and Restated RDA, as modified by the Modification Agreement will be referred to as the "RDA" or the "Redevelopment Agreement".

(CF) The plan for redevelopment includes the construction of one or more buildings to contain containing four separate Parcels as follows: (i) a retail parcel, which is more clearly defined in the Redevelopment Agreement under the term "Retail Project", shall be, known as

"Retail Parcel", and shall have ~~which has~~ the same definition as "Retail Project" in the Redevelopment Agreement, ~~which and~~ is legally described on Exhibit "B", attached hereto and made a part hereof; (ii) a public parking garage, which is more clearly defined in the Redevelopment Agreement under the term "Parking Garage Project", ~~shall be and~~ known as "Parking Garage Parcel", ~~and shall have~~, which has the same definition as "Parking Garage Project" in the Redevelopment Agreement, ~~which and~~ is legally described on Exhibit "C", attached hereto and made a part hereof; (iii) a residential parcel which is more clearly defined in the Redevelopment Agreement under the term "Residential Project", ~~shall be~~ known as "Residential Parcel", and ~~shall have~~ which has the same definition as "Residential Project" in the Redevelopment Agreement, ~~which and~~ is legally described on Exhibit "D", attached hereto and made a part hereof; and (iv) a Townhouse parcel which is more clearly defined in the Redevelopment Agreement under the term "Townhouse Project", ~~shall be~~ known as "Townhouse Parcel", and ~~shall have~~ which has the same definition as "Townhouse Project" in the Redevelopment Agreement, ~~which and~~ is legally described on Exhibit "E", attached hereto and made a part hereof. The four Parcels above shall collectively be referred to as the "Parcels", as also defined in the Redevelopment Agreement under the term "Project".

(DG) The Project has been zoned as a Planned Development pursuant to an ordinance adopted by the Corporate Authorities of the Village of Oak Park, Illinois as Ordinance No 2005-O-14 approved on March 7, 2005 (which ordinance, as it may be amended from time to time, is hereinafter called the "PD").

(EH) Pursuant to the terms of the Redevelopment Agreement, Whiteco shall ~~develop (or cause to be developed)~~ caused the entire Project, to be developed.

(FI) Upon completion of construction of the Parking Garage Parcel, Whiteco ~~will transfer~~ transferred title to the Parking Garage Parcel to the Village pursuant to the terms of the Redevelopment Agreement by Special Warranty Deed dated December 18, 2009 and recorded as Document Number 0935518077 with the Cook County Recorder of Deeds, and re-recorded on September , 2012 as Document Number.

(GJ) The Parking Garage Parcel is ~~anticipated to be a~~ multi-level parking structure sufficient in size to contain up to approximately four hundred fifty (450) parking spaces for passenger vehicles of which 200 parking permits for spaces known as the ~~Mandatory~~ Residential Parking Spaces shall be are allocated for the use of the Residential Parcel. The Parking Garage Parcel ~~shall does~~ not include the parking spaces at grade, which ~~shall be~~ are part of the Retail Parcel. The remaining parking spaces ~~shall be~~ are for use by the public, including patrons and employees of the Retail Parcel, and available to tenants of the Residential Parcel as additional Requested Parking Spaces. The Parking Garage Parcel ~~shall also include~~ includes entrance and exit ramps to and from grade level and stairways and elevator shaft enclosures for elevators providing vertical transportation and entrance and exit ramps to and from the Holley Court Garage. The Parking Garage Parcel ~~shall be~~ is substantially in accordance with the plans and specifications described in the PD for the Parking Garage Parcel. The plans and specifications are more clearly defined in the Redevelopment Agreement as the "Plans." ~~Notwithstanding the foregoing, a portion of land to be acquired from an adjoining landowner, herein called the "Field Parcel" may not have been acquired by the date of this Agreement. If the Field Parcel is not acquired on or before the date of this Agreement, the number of parking spaces in the Parking Garage Parcel and in the~~

~~Retail Parcel will be reduced to reflect the reduction in property subject to this Agreement. In the event the Field Parcel at property is acquired after the date of this Agreement, this Agreement shall be deemed to include the Field Parcel.~~ **Plans.**

(~~HK~~) The drawing attached hereto and made apart hereof as **Exhibit F** illustrates generally the Project and the relative locations of the Residential Parcel, Retail Parcel, Townhouse Parcel and Parking Garage Parcel which collectively comprise the Project.

(~~HL~~) The Residential Parcel, the Retail Parcel, the Townhouse Parcel, and the Parking Garage Parcel depend upon one or more of the others, to some extent, for ingress and egress, parking, utility services, structural support, and/or certain other facilities and components necessary for the operation and use of the Residential Parcel, the Retail Parcel, the Townhouse Parcel and the Parking Garage Parcel.

(~~J~~) ~~The Declarant desires~~ **M) WR XXIV, LLC, as successor by assignment to Whiteco Residential L.L.C., and as Owner of the Residential Parcel, Retail Parcel and Townhouse Parcel, and the Village, as the Owner of the Parking Garage Parcel, desire** by this Agreement to provide for the efficient operation of each respective portion, estate and interest in the Project, to assure the harmonious relationship among the Owners of each such respective portion of the Project, and to protect the respective values of each such portion of the Project, by creating certain easements, covenants and restrictions against and affecting the Project which will be binding upon the Owners of each such respective portion of the Project, and which will inure to the benefit of the Owners of each such respective portion, estate or interest in the Project, or of any portion thereof or interest or estate therein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the Parties, **the Original OEA is hereby amended and restated and** it is hereby agreed as follows:

ARTICLE 1

DEFINITIONS

1.1 **Definitions.** Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

AGREEMENT - This **Amended and Restated** Operating and Easement Agreement, together with all Exhibits, amendments and supplements.

ALTERATIONS - As defined in Section 13.1(A).

ALTERING OWNER - As defined in Section 13.1(A).

ASSESSOR - The Assessor of Cook County, Illinois.

AWARD - As defined in Section 12.1.

COMMON WALLS, FLOORS AND CEILINGS - Means all ~~common structural and partition construction elements (including, without limitation, Structural Supports) which are located at or adjacent to the boundaries between any two Parcels and which form the dividing~~ walls, floors and ceilings situated ~~on or adjoining the Parcels, or between the~~ **Improvements** located on ~~one Parcel but forming the walls, floors or ceilings of another or within~~ **any Parcel and the Improvements located on or within any adjacent** Parcel.

CONDOMINIUM ACT - Means the Condominium Property Act of the State of Illinois in effect on the date hereof, as amended from time to time. For purposes hereof, the phrase ~~““submission to the Condominium Act””~~ shall include the subdivision of a portion(s) of any Parcel, in the event any portion of the Project is submitted to the Condominium Act.

CONDOMINIUM ASSOCIATION - Means an Illinois not-for-profit corporation to be formed for the purpose of administering the Condominium Property pursuant to the Condominium Act, in the event any part of the Project is submitted to the Condominium Act, which term shall also include, for purposes hereof, any type of property owners association.

CONDOMINIUM DECLARATION - Means any declaration of condominium ownership and of easements, restrictions, covenants and by-laws including any and all amendments thereto which submits any portion of the Project to the provisions of the Condominium Act, which term shall also include, for purposes hereof, any type of property declaration that provides for the management of a Parcel by an association of the owners of such Parcel.

CONDOMINIUM IMPROVEMENTS - Means the Improvements of a parcel after submission of such respective Parcel to the Condominium Act.

CONDOMINIUM PROPERTY - Means any portion of the Project from and after its submission to the Condominium Act.

CONSTRUCTION DESIGNEES - Collectively, an Owner's contractors, construction consultants and representatives, and their respective agents, employees and sub-contractors.

CONSTRUCTION OBJECTIVES - As defined in Section 18.1.

CONSUMER PRICE INDEX - The Consumer Price Index U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items (Base Index Year 1982-84=100) published from time to time by the United States Department of Labor, Bureau of Labor Statistics. If such index is changed so that the base year of such index changes, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, other than a change in the base index year, an adjustment shall be made by the Owners in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the Owners to make the adjustment referred to in the preceding sentence, then the Owners will substitute therefor a comparable index based upon changes in the cost of living or purchasing

power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a university, a major bank or other financial institution or a comparable and recognized financial publication.

CORPORATE AUTHORITIES - The President and Board of Trustees of the Village of Oak Park, Illinois, or any successor board or body performing the functions performed by such President and Board of Trustees as of the date of this Agreement.

CREDITOR OWNER - An Owner (A) to whom payment of money or other duty or obligation is owed under this Agreement by another Owner who has failed to make such payment or to perform such duty or obligation as and when required under this Agreement, or (B) who has exercised any self-help remedy provided for in this Agreement.

DEFAULTING OWNER - An Owner who has failed to perform any of its duties or Obligations as and when required under this Agreement or to make payment of money owed under this Agreement to another Owner.

EASEMENTS - A collective reference to any and all easements provided for, declared, granted, reserved or created pursuant to the terms and provisions of this Agreement (and including easements provided for in this Agreement, which are reserved or granted by deed).

EMERGENCY SITUATION - A situation impairing or imminently likely to impair structural support of any Improvements or causing or imminently likely to cause bodily injury to persons or substantial physical damage to any Improvements or any property in, on, under, within, upon or about the Project or substantial economic loss to an Owner. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

ESTOPPEL CERTIFICATE - As defined in Section 14.1.

FACILITIES - ~~Facilities are sewer and water lines and appurtenances, other similar systems and any replacements thereof.~~ **Any and all water, sewer, electrical, heating, ventilating, cooling, life safety, communications and other Utility facilities and equipment, including, without limitation, cables, conduits, lines, risers, shafts, pipes and equipment closets, used in providing services from time to time in any part of the Improvements, including, without being limited to, air conditioning, alarm, antenna, circulation, communication, data transmission, electric, exhaust, heating, lightning protection, natural gas, plumbing, sanitary, security, telephone, television, ventilation and water service, and any replacements thereof.**

FIRST MORTGAGE - As defined in Section 16.11(A).

IMPACTED OWNERS - As defined in Section 6.2.

IMPOSITIONS - All taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against the Property, the Project or the Improvements, or any part thereof or any interest therein, including, without limiting the generality of the foregoing, all general and special real estate taxes and assessments (including, but

not limited to, special assessments and special service area taxes) or taxes assessed specifically in whole or in part in substitution of general real estate taxes or assessments, any taxes levied or a charge upon the rents, revenues or receipts therefrom which may be secured by a lien on the interest of an Owner therein, all ad valorem taxes lawfully assessed upon the Project, the Improvements or any interest therein, all utility and other charges incurred by an Owner in the operation, maintenance, use, occupancy and upkeep of the Property, the Project, the Improvements or any interest therein, and any other charges lawfully made for improvements that may be secured by a lien on any portion of the Property or Project.

IMPROVEMENTS - A collective reference to the Townhouse **Parcel** Improvements, the Residential Parcel Improvements, the Retail Parcel Improvements and the Parking Garage Parcel Improvements and any other improvements located on the Project.

INDEMNIFYING OWNER - As defined in Section 6.1.

INDEMNITEE - As defined in Section 6.1.

LAW OR LAWS - All laws, statutes, codes, acts, ordinances (including, without limitation, the PD), orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property, the Project, the Improvements or any part thereof.

LIENING OWNER - As defined in Section 6.2.

MANDATORY RESIDENTIAL PARKING FEE - as defined in Section 6.5(A).

MAINTENANCE - Operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, monitoring, cleaning, painting, installation, reconstruction, restoration and replacement when necessary or desirable of the Improvements or Facilities and which includes the right of access to and the right to remove from the Improvements portions of such Facilities for any of these purposes, subject, however, to any limitations set forth elsewhere in this Agreement. Maintenance excludes obligations for which another Owner is responsible under Articles 10 or 14, and Maintenance excludes providing electrical energy or water unless otherwise expressly provided.

MANDATORY PARKING SPACES PERMIT (S) - As defined in ~~Recital G~~ **Section 6.5(A)**.

MANDATORY PARKING PERMIT FEE - As defined in **Section 6.5(A)**.

MECHANICS LIEN ACT - The Mechanics Lien Act, 770 ILCS 60/0.01, *et seq.*, or any successor statute of the State of Illinois as amended or in effect from time to time.

MORTGAGE - As defined in Section 16.11(A).

MORTGAGEE - As defined in Section 16.11(A).

2004 EQUIVALENT DOLLARS - The equivalent purchasing power at any time of the value of the same number of U.S. Dollars in calendar year 2004. The 2004 Equivalent Dollars of any amount shall be determined by multiplying such amount by one (1) plus a fraction (but not less than zero) (expressed as a percentage), the numerator of which is the difference obtained by subtracting (x) the Consumer Price Index for January, 2004 from (y) the monthly Consumer Price Index last published prior to the date of such determination, and the denominator of which is the Consumer Price Index for January, 2004.

OBJECTING PARTY - As defined in Section 13.1(~~C~~**B**)(~~v~~**y**).

OWNER (S) - The Townhouse Parcel Owner, the Residential Parcel Owner, the Retail Parcel Owner, the Parking Garage Parcel Owner, or any of them or their successors from time to time.

PARCEL (S) - The Townhouse Parcel, the Residential Parcel, the Retail Parcel, the Parking Garage Parcel, or any of them.

PARTY (IES) - The Townhouse Parcel Owner, the Residential Parcel Owner, Retail Parcel Owner and the Parking Garage Parcel Owner.

PARKING PERMIT - as defined in Section 6.5(A).

PERMITTEES - The Owners, all Persons entitled by lease, license or other agreement to use or occupy ~~commercial or office~~ space within the Project, and their respective beneficiaries, officers, directors, employees, agents, partners, members, managers, shareholders, contractors, invitees and guests, and all ~~persons~~ **Persons** using the Parking Garage **Parcel** pursuant to ~~the~~ right to do so.

PERSON - Individuals, partnerships, associations, corporations, limited liability companies, trusts, land trusts, and any other form of business or not for profit organization, or one or more of them.

PLANS - A collective reference to the Townhouse Parcel Improvements Plans, the Residential Parcel Improvement Plans, the Retail Parcel Improvement Plans and the Parking Garage Parcel Improvement Plans, as more fully depicted in **Exhibit HG**.

PLAT OF SUBDIVISION - The plat of subdivision delineating the boundaries of the Parcels, recorded with the Recorder of Deeds of Cook County, Illinois, on November 24, 2009, as Document No. 0932803062.

PRIOR LIEN - As defined in Section 10.1.

PROJECT - A collective reference to the Townhouse Parcel, the Residential Parcel, the Retail Parcel and the Parking Garage Parcel.

PARKING GARAGE PARCEL - **A collective reference to the Public Parking Garage and the Parking Garage Parcel Improvements, as defined in Recital F which is legally described on Exhibit C, which is attached hereto and made a part hereof.**

PARKING GARAGE PARCEL IMPROVEMENTS - Means the Improvements located within the Parking Garage Parcel.

PARKING GARAGE PARCEL OWNER - Shall be the Owner of the Parking Garage Parcel.

~~**PARKING GARAGE PARCEL** - A collective reference to the Public Parking Garage Parcel and the Parking Garage Improvements, as defined in Recital C which is legally described on Exhibit "C", which is attached hereto and made a part hereof.~~

PD - As defined in Recital ~~D~~G.

RECORDER - The Office of the Recorder of Deeds of Cooks County, Illinois.

REDEVELOPMENT AGREEMENT - That certain redevelopment agreement executed by and between the Village and Declarant (or Original Declarant as its predecessor) **Whiteco Residential L.L.C.**, as amended by its ~~the~~ First Amendment dated January 21, 2003, and further amended by the Amended and Restated Redevelopment Agreement dated November 15, 2004, and further amended by ~~the~~ Modification to Amended RDA dated March 7, 2005, recorded with the Recorder on May 24, 2006 as Document No. 0614426135-**0614426135, and as further amended from time to time.** In the event of a conflict between the provisions of this Agreement and the Redevelopment Agreement, until issuance of certificates of completion for the Townhouse Parcel Improvements, the Residential Parcel Improvements, the Retail Parcel Improvements and the Parking Garage Parcel Improvements, respectively, the provisions of the Redevelopment Agreement shall control as to such improvements, thereafter, the provisions of this Agreement shall control.

REQUESTED PARKING SPACES - As defined in Section 6.5-**6.5(B)**.

~~**RESIDENTIAL IMPROVEMENTS** - Means the Improvements located within the Residential Parcel.~~

~~**RETAIL PARCEL IMPROVEMENTS** - Means the Improvements located within the Retail Parcel.~~
RETAIL PARCEL - As defined in Recital ~~C~~F and as legally described in **Exhibit "B" D** which is attached hereto and made a part hereof.

~~**RETAIL PARKING SPACES** - [Reserved]~~

~~**RETAIL PARCEL** - As defined in Recital C and as legally described in Exhibit "B" which is attached hereto and made a part hereof.~~

~~**RETAIL PARCEL OWNER** - Shall be the owner of the Retail Parcel.~~

RESIDENTIAL PARCEL IMPROVEMENTS - Means the Improvements located within the Residential Parcel.

RESIDENTIAL PARCEL OWNER - Shall be the Owner of the Residential Parcel.

RESIDENTIAL PARKING SPACES - As defined in Recital J.

RETAIL PARCEL - As defined in Recital ~~E~~F and as legally described in **Exhibit "D" B** which is attached hereto and made a part hereof.

RETAIL PARCEL IMPROVEMENTS - Means the Improvements located within the Retail Parcel.

RETAIL PARCEL OWNER - Shall be the owner of the Retail Parcel.

RESIDENTIAL RETAIL PARKING SPACES - As defined in Section 6.5. [Reserved]

SHARED EMERGENCY EXIT STAIRS - Shall have the meaning set forth in Section 9.3(A)1.

STRUCTURAL SUPPORTS - All construction elements (including, without limitation, structural members, footings or foundations, slabs, walls, ceilings, caissons, columns, beams, braces and trusses) which are load-bearing or which are necessary for the structural integrity of any portion of the Improvements.

TOWNHOUSE PARCEL - As defined in Recital F and as legally described in Exhibit E which is attached hereto and made a part hereof.

TOWNHOUSE PARCEL IMPROVEMENTS - Means the improvement ~~Improvements~~ located within the Townhouse Parcel.

TOWNHOUSE PARCEL OWNER - Means the Owner of the Townhouse Parcel, until such time as ~~or other~~ the owner(s) of the Townhouse Parcel form an owner's association, which shall be bound by the terms of this Agreement.

RESIDENTIAL PARCEL OWNER - Shall be the Owner of the Residential Parcel.

UTILITIES - Water, electricity, sewer, gas, steam, telephone or cable television service or other services or materials commonly known as utilities.

UTILITY COMPANY - Any Person, including a governmental or quasi-governmental body, furnishing water, electricity, sewer, gas, steam, telephone, communication, internet or cable or satellite television service or other services or materials generally known as utilities.

VILLAGE - As defined in ~~Recital B~~ **the preamble of this Agreement.**

VILLAGE ZONING ORDINANCE - That certain ordinance of the Village of Oak Park known as the "Oak Park Zoning Ordinance", or any successor ordinance as amended and in effect from time to time.

WORK - All of the work necessary to initially construct the Improvements.

1.2 **Construing Various Words and Phrases.** Wherever it is provided in this Agreement that a Party "may" perform an act or do anything, it shall be construed that Party "may,

but shall not be obligated to," so perform or so do. The following words and phrases shall be construed as follows: (i) "at any time" shall be construed as "at any time or from time to time;" (ii) "any" shall be construed as "any and all;" (iii) "including" shall be construed as "including, but not limited to;" (iv) "will" and "shall" shall each be construed as mandatory; and (v) the word "in" with respect to an Easement granted or reserved "in" a particular Parcel shall mean "in," "to," "over," "within," "through," "upon," "across," "under," and any one or more of the foregoing. Except as otherwise specifically indicated, all references to Article or Section numbers or letters shall refer to Articles and Sections of this Agreement and all references to Exhibits or Appendices shall refer to the Exhibits and Appendices attached to this Agreement. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Agreement for convenience only and shall not be used to construe the meaning of any part of this Agreement.

ARTICLE 2

EASEMENTS IN FAVOR OF THE RETAIL PROPERTY

2.1 Easements. The following perpetual easements in, to, under, over, upon, through and about portions of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel in favor of the Retail Parcel are hereby granted.

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel for the support of (i) the Retail Parcel Improvements and (ii) any Facilities located in the Residential Parcel with respect to which the owner of the Retail Parcel is granted an easement under this Agreement.

(b) A non-exclusive easement for the use for their intended purposes of all Facilities located in the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel (and any replacements thereof) which provide or shall be necessary or desirable to provide the Retail Parcel with any utilities or other ~~ser-vice~~services or which may otherwise be necessary or desirable to the operation and use and enjoyment of the Retail Parcel.

(c) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any additional construction, reconstruction or replacement of any part of the Project or the subsequent settlement or shifting of any part of the Project, any part of the Retail Parcel Improvements encroaches or shall hereafter encroach upon any part of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Retail Parcel Improvements continue to exist.

(d) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel.

(e) A non-exclusive easement for ingress and egress and maintenance, for persons, material and equipment over, on, across and through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Retail Parcel and Facilities, or to the extent reasonably necessary to exercise the easements set forth in this Section 2.1.

(f) A non-exclusive easement for pedestrian ingress and egress to, from and across, on and over all stairways located within the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel that provide access, ingress and egress to and from the Retail Parcel through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel.

(g) A non-exclusive easement for pedestrian ingress and egress from and to public roadways over, on, across and through the driveways, sidewalks, ramps, curbs and roadways contained in and about the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel, as may be necessary for the use and maintenance of the Retail Parcel Improvements.

(h) A non-exclusive easement for the maintenance of any rubbish chutes and containers serving the Retail Parcel to the extent such rubbish chutes pass through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel.

(i) A non-exclusive easement for the use and maintenance of all smoke and exhaust towers passing through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel.

(j) A non-exclusive easement through and across the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel for access to and maintenance of storm water drain lines and ejector pumps located in or passing through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel.

(k) An easement (i) in and to all Common Walls, Floors and Ceilings serving the Retail Parcel and (ii) for the use of such Common Walls, Floors and Ceilings.

2.2 **Limitations.** Each easement created under this Article 2 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel may, from time to time after consultation with the Owner of the Retail Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel and in order to assure the reasonable security of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment

or exercise of any such Easement and provided further that Section 2.1(d) shall not be subject to any such limitation.

2.3 **Binding Effect.** Easements provided for, declared or created under this Article 2 shall be binding upon the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel and the owner of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel and shall run in favor of and inure to the benefit of and be appurtenant to the Retail Parcel and each portion thereof.

2.4 **Submission to Condominium Act.** In the event of the submission of the Retail Parcel to the Condominium Act, then all of the easements granted under Section 2.1 hereof shall inure to the benefit of such portion of the Retail Parcel and shall be part of the Common Elements attributable to the Condominium Property.

2.5 **Ingress, Egress and Parking.**

(A) In addition, to the easements reserved above, the following easements are hereby reserved and granted in favor of the Retail Parcel: a non-exclusive easement for (i) vehicular ingress and egress for its Permittees in, over, on, across and through the driveways, roads, entry and exit ramps and garage aisles as the same may exist in the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel from time to time and (ii) pedestrian ingress and egress for its Permittees in, over, on, across and through the driveways, roads, entry and exit ramps, elevators, elevator vestibules, stairways and sidewalks as the same may exist in the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel from time to time.

(B) A non-exclusive easement in favor of the Retail Parcel for employees and Customers of the Retail Parcel Improvements for employee and customers parking on parking spaces located in the Parking Garage Parcel Improvements. The term "Customers" shall mean members of the general public using the Requested Parking Spaces solely while patronizing establishments located on the Retail Parcel Improvements.

2.6 **Utilities.**

Nonexclusive easements are hereby granted and reserved for the Retail Parcel in, to, under, over, upon, through and about portions of the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel for utility purposes, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Parking Garage Parcel, the Residential Parcel and/or the Townhouse Parcel within the areas therefor as shown on the Plat of Subdivision or in such areas as are reasonably agreed to by the respective Owners. If at any time, it shall become necessary to relocate or add to utility easements other than as shown in the Plat of Subdivision in order to provide utility service to the Retail Parcel, the respective Owners agree to grant such additional or relocated utility easements (at such location mutually agreed to by the respective Owners), provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Owners shall not be required to grant any

easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Retail Parcel Owner shall compensate the respective Owners for each portion of their respective Parcel Improvements which are affected for any damages, costs or expenses incurred by such Owner, including lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 3

EASEMENTS IN FAVOR OF RESIDENTIAL PARCEL

3.1 **Easements**. The following perpetual easements in, to, under, over, upon, through and about portions of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel in favor of the Residential Parcel are hereby granted:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel for the support of (i) the Residential **Parcel** Improvements and (ii) any Facilities located in the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel with respect to which the owner of the Residential Parcel is granted an easement under this Agreement.

(b) A non-exclusive easement for the use for their intended purposes of all Facilities located in the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel (and any replacements thereof) which provide or shall be necessary or desirable to provide the Residential Parcel with any utilities or other services or which may otherwise be necessary or desirable to the operation and use and enjoyment of the Residential Parcel.

(c) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any additional construction, reconstruction or replacement of any part of the Project or the subsequent settlement or shifting of any part of the Project, any part of the Residential **Parcel** Improvements encroaches or shall hereafter encroach upon any part of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Residential **Parcel** Improvements continue to exist.

(d) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(e) A non-exclusive easement for ingress and egress and maintenance, for persons, material and equipment over, on, across and through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Residential Parcel and

Facilities, or to the extent reasonably necessary to exercise the easements set forth in this Section 3.1.

(f) A non-exclusive easement for pedestrian ingress and egress to, from and across, on and over all stairways located within the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel that provide access, ingress and egress to and from the Residential Parcel through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(g) A non-exclusive easement for pedestrian ingress and egress from and to public roadways over, on, across and through the driveways, sidewalks, ramps, curbs and roadways contained in and about the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel, as may be necessary for the use and maintenance of the Residential Parcel Improvements.

(h) A non-exclusive easement for the maintenance of any rubbish chutes and containers serving the Residential Parcel to the extent such rubbish chutes pass through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(i) A non-exclusive easement for the use and maintenance of all smoke and exhaust towers passing through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(j) A non-exclusive easement through and across the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel for access to and maintenance of storm water drain lines and ejector pumps located in or passing through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(k) An easement (i) in and to all Common Walls, Floors and Ceilings serving the Residential Parcel and (ii) for the use of such Common Walls, Floors and Ceilings.

3.2 **Limitations.** Each easement created under this Article 3 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel may, from time to time after consultation with the Owner of the Residential Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements maybe used to prevent any unreasonable interference with the use and operation of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel and in order to assure the reasonable security of the Residential Parcel; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement and provided further that Section 3.1(d) shall not be subject to any such limitation.

3.3 **Residential Binding Effect.** Easements provided for, declared or created under this Article 3 shall be binding upon the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel and the owner of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel and shall run in favor of and inure to the benefit of and be appurtenant to the Residential Parcel and each portion thereof.

3.4 **Submission to Condominium Act.** In the event of the submission of the Residential Parcel to the Condominium Act, then all of the easements granted under Section 3.1 hereof shall inure to the benefit of such portion of the Residential Parcel and shall be part of the Common Elements attributable to the Condominium Property.

3.5 **Ingress, Egress and Parking.**

(A) In addition to the easements reserved above, the following easements are hereby reserved and granted in favor of the Residential Parcel: non-exclusive easement for (i) vehicular ingress and egress for its Permittees in, over, on, across and through the driveways, roads, entry and exit ramps, and garage aisles as the same may exist from time to time on the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel and (ii) pedestrian ingress and egress for its Permittees in, over, on, across and through the driveways, roads, entry and exit ramps, garage aisles, sidewalks, elevators, elevator vestibules and stairways as same may exist from time to time on the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel.

(B) An exclusive easement in favor of the Residential Parcel for parking in, over, on, across and through the Parking Garage Parcel for use of the (i) the ~~Mandatory~~**Residential** Parking Spaces in accordance with Section 6.5(A) hereof and (ii) the Requested Parking Spaces in accordance with Section 6.5(B) hereof.

(C) If the Residential Parcel Improvements or any portion thereof are not in use, vacant, destroyed or demolished, the Owner of the Parking Garage Parcel and its Permittees may use the ~~Mandatory~~**Residential** Parking Spaces and the Requested Parking Spaces until the Residential Parcel Improvements have been restored or replaced, but only to the extent not needed by occupants of the Residential Parcel who continue to occupy same after such destruction or demolition.

3.6 **Utilities.**

Non-exclusive easements are hereby granted and reserved for the Residential Parcel in, to, under, over, upon, through and about the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel for utility purposes, including the right to install, lay, maintain, repair and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel within the areas therefor as shown on the Plat of Subdivision or in such areas as are reasonably agreed to by the respective Owners. If, at any time, it shall become necessary to relocate or add to utility easements other than as shown in the Plans in order to provide utility service to the Residential Parcel, then the Owners of the Parking Garage Parcel, the Townhouse Parcel and/or the Retail Parcel agree to grant such additional or relocated utility easements (at such location mutually agreed to by respective Owners) provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Parcel Owners shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Residential Parcel Owner shall pay the respective

Owners for any actual damages, costs and expenses incurred by the such respective Owners including lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 4

EASEMENTS IN FAVOR OF TOWNHOUSE PARCEL

4.1 **Easements**. The following perpetual easements in, to, under, over, upon, through and about portions of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel in favor of the Townhouse Parcel are hereby granted:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel for the support of (i) the Townhouse Parcel Improvements and (ii) any Facilities located in the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel with respect to which the owner of the Townhouse Parcel is granted an easement under this Agreement.

(b) A non-exclusive easement for the use for their intended purposes of all Facilities located in the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel (and any replacements thereof) which provide or shall be necessary or desirable to provide the Townhouse Parcel with any utilities or other services or which may otherwise be necessary or desirable to the operation and use and enjoyment of the Townhouse Parcel.

(c) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any additional construction, reconstruction or replacement of any part of the Project or the subsequent settlement or shifting of any part of the Project, any part of the Townhouse Parcel Improvements encroaches or shall hereafter encroach upon any part of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Townhouse Parcel Improvements continues to exist.

(d) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel.

(e) A non-exclusive easement for ingress and egress and maintenance, for persons, material and equipment over, on, across and through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Townhouse Parcel and Facilities, or to the extent reasonably necessary to exercise the easements set forth in this Section 4.1.

(f) A non-exclusive easement for pedestrian ingress and egress to, from and across, on and over all stairways located within the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel that provide access, ingress and egress to and from the Townhouse Parcel through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel.

(g) A non-exclusive easement for pedestrian ingress and egress from and to public roadways over, on, across and through the driveways, sidewalks, ramps, curbs and roadways contained in and about the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel, as may be necessary for the use and maintenance of the Townhouse Parcel Improvements.

(h) A non-exclusive easement for the maintenance of any rubbish chutes and containers serving the Townhouse Parcel to the extent such rubbish chutes pass through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel.

(i) A non-exclusive easement for the use and maintenance of all smoke and exhaust towers passing through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel.

(j) A non-exclusive easement through and across the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel for access to and maintenance of storm water drain lines and ejector pumps located in or passing through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel.

(k) An easement (i) in and to all Common Walls, Floors and Ceilings serving the Townhouse Parcel and (ii) for the use of such Common Walls, Floors and Ceilings.

4.2 **Limitations.** Each easement created under this Article 4 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel may, from time to time after consultation with the Owner of the Townhouse Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel and in order to assure the reasonable security of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement and provided further that Section 4.1(d) shall not be subject to any such limitation.

4.3 **Binding Effect.** Easements provided for, declared or created under this Article 4 shall be binding upon the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel and the owner of the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel and shall run in favor of and inure to the benefit of and be appurtenant to the Townhouse Parcel and each portion thereof.

4.4 **Submission to Condominium Act.** In the event of the submission of the Townhouse Parcel to the Condominium Act, then all of the easements granted under Section 4.1 hereof shall inure to the benefit of such portion of the Townhouse Parcel and shall be part of the Common Elements attributable to the Condominium Property.

4.5 Utilities.

Non-exclusive easements for utility purposes are hereby reserved and hereto granted for the Townhouse Parcel in, to, under, over, upon, through and about the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Parking Garage Parcel, the Retail Parcel and/or the Residential Parcel within the areas therefor as shown on the Plat of Subdivision, or in such areas as are reasonably agreed to by the respective Owners. If at any time, it shall become necessary to relocate or add to utility easements other than as shown on the Plat of Subdivision in order to provide utility service to the Townhouse Parcel, the respective Owners agree to grant such additional or relocated utility easements (at such location mutually agreed to by the respective Owners), provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcels were initially designed and constructed, (ii) the respective Owners shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Townhouse Parcel Owner shall pay the respective Owners of each portion of the Parcel Improvements which are affected for any actual damages, caused to the respective Parcel Improvements as a result of such relocation, costs, expenses and lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 5

EASEMENTS IN FAVOR OF PARKING GARAGE PARCEL

5.1 Easements. The following perpetual easements in, to, under, over, upon, through and about portions of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel in favor of the Parking Garage Parcel are hereby granted:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel for the support of (i) the Parking Garage Parcel Improvements and (ii) any Facilities located in the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel with respect to which the owner of the Parking Garage Parcel is granted an easement under this Agreement.

(b) A non-exclusive easement for the use for their intended purposes of all Facilities located in the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel (and any replacements thereof) which provide or shall be necessary or desirable to provide the Parking Garage Parcel with any utilities or other services or which may otherwise be necessary or desirable to the operation and use and enjoyment of the Parking Garage Parcel.

(c) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any additional construction, reconstruction or replacement of any part of the Project or the subsequent settlement or shifting of any part of the Project, any part of the Parking Garage Parcel encroaches or shall hereafter encroach upon any part of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Parking Garage Parcel continues to exist.

(d) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel.

(e) A non-exclusive easement for ingress and egress and maintenance, for persons, material and equipment over, on, across and through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Parking Garage Parcel and Facilities, or to the extent reasonably necessary to exercise the easements set forth in this Section 5.1.

(f) A non-exclusive easement for pedestrian ingress and egress to, from and across, on and over all stairways located within the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel that provide access, ingress and egress to and from the Parking Garage Parcel through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel.

(g) A non-exclusive easement for pedestrian and vehicular access and ingress and egress from and to public roadways over, on, across and through the driveways, sidewalks, ramps, curbs and roadways contained in and about the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel, as may be necessary and desirable and as they exist from time to time for the operation, use and maintenance of the Parking Garage Parcel ~~improvements~~**Improvements** including day to day parking and passage of motorized vehicles appropriate and sufficient to serve the needs of a public parking garage. This easement for pedestrian and vehicular access and ingress and egress extends to the benefit of any additional property owned by the Village which is contiguous to the Parking Garage Parcel.

(h) A non-exclusive easement for the maintenance of any rubbish chutes and containers serving the Parking Garage Parcel to the extent such rubbish chutes pass through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel.

(i) A non-exclusive easement for the use and maintenance of all smoke and exhaust towers passing through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel.

(j) A non-exclusive easement through and across the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel for access to and maintenance of storm water drain lines and ejector pumps located in or passing through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel.

(k) An easement (i) in and to all Common Walls, Floors and Ceilings serving the Parking Garage Parcel and (ii) for the use of such Common Walls, Floors and Ceilings.

5.2 **Limitations.** Each easement created under this Article 5 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel shall be subject (except in an Emergency Situation) to such reasonable limitations as the owner of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel may, from time to time after consultation with the Owner of the Parking Garage Parcel, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel and in order to assure the reasonable security of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement and provided further that Section 5.1(d) shall not be subject to any such limitation.

5.3 **Binding Effect.** Easements provided for, declared or created under this Article 5 shall be binding upon the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel and the owner of the Residential Parcel, the Retail Parcel and/or the Townhouse Parcel and shall run in favor of and inure to the benefit of and be appurtenant to the Parking Garage Parcel and each portion thereof.

5.4 **Submission to Condominium Act.** In the event of the submission of the Parking Garage Parcel to the Condominium Act, then all of the easements granted under Section 5.1 hereof shall inure to the benefit of such portion of the Parking Garage Parcel and shall be part of the Common Elements attributable to the Condominium Property.

5.5 **Utilities.**

Non-exclusive easements for utility purposes are hereby reserved and granted for the Parking Garage Parcel, in, to, under, over, upon, through and about the Retail Parcel, the Residential Parcel and/or the Townhouse Parcel, including the right to install, lay, maintain, repair, and replace electrical conduits, wires and equipment, water mains and pipes, sewer lines, gas mains, wires and equipment and cables for transmission of telephone, television or other electrically transmitted information in the Retail Parcel, the Residential Parcel and/or the Townhouse Parcel within the areas therefor as shown on the Plat of Subdivision, or in such areas as are reasonably agreed to by the respective Owners. If at any time, it shall become necessary to relocate or add to utility easements other than as shown on the Plat of Subdivision in order to provide utility service to the Parking Garage Parcel, the respective Owners agree to grant such additional or relocated utility easements (at such location mutually agreed to by the respective Owners and the Village), provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the respective Parcels for the purposes for which the respective Parcel Improvements were initially designed and constructed, (ii) the respective Owner shall not be required to grant any easement which would convert otherwise available rentable space to such use, unless such relocation or additional easement is required by law and no other space is reasonably available, and (iii) the Parking Garage Parcel Owner shall pay the Owner of the respective Improvements which are affected for any actual damages, caused to the respective Improvements as a result of such relocation, costs, expenses and lost revenues in the case of a conversion of otherwise available rentable space or damages for breach of any lease, license or other agreement. Any such new or relocated utilities shall be designated on the Plans and, if

necessary, the Plans shall be revised, acknowledged by the Owners and incorporated as an amendment to this Agreement.

ARTICLE 6

INDEMNIFICATIONS; LIENS; COMPLIANCE WITH LAWS; ZONING; PARKING

6.1 **Indemnity by Owners.** Each Owner (hereinafter in this Section 6.1, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Owners (hereinafter in this Section 6.1, collectively the "Indemnitee") from and against any and all claims including any actions or proceedings, against the Indemnitee, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from (i) the injury to or death of any person or damage to the property of any Permittee located on the Parcel owned by the Indemnifying Owner; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of the Indemnitee or its Permittee so injured or damaged; or (ii) the Indemnifying Owner's use, exercise or enjoyment of an Easement (including, but not limited to, any Easement granted in ~~Article~~Articles 3, 4, 5 or 18) or Facility, and from and against all costs, attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnitee, covenants to resist or defend such action or proceedings with attorneys reasonably satisfactory to the Indemnitee.

6.2 **Liens.** Each Owner (hereinafter in this Section 6.2, the "Liening Owner") shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other similar lien arising by reason of the Liening Owner's act or acts of its agents and contractors or any work or materials which it or its agents or contractors has ordered (A) on the other Owners' respective portions of the Project, or (B) on its own portion of the Project, if the existence or foreclosure of such lien on its own portion of the Parcel would adversely affect any Easement benefiting the other Owners (such other Owners in (A) or (B) shall be referred to in this Section as the "Impacted Owners"). The Liening Owner shall not be required to remove such lien within thirty (30) days after its filing if: within such thirty (30) day period, (A) such lien cannot be foreclosed, and (B) the Liening Owner (i) shall diligently proceed in good faith to contest such lien by appropriate proceedings and shall give written notice to the Impacted Owners of its intention to contest the validity or amount of such lien and (ii) shall deliver to the Impacted Owners, at the Impacted Owners' option, either: (a) cash or a surety bond from a responsible surety company reasonably acceptable to the Impacted Owners in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued on such lien claim or such greater amount as reasonably may be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (b) other security or indemnity reasonably acceptable to the Impacted Owners' title insurance company and the Impacted Owners. In any case, a Liening Owner must remove or release such lien prior to its foreclosure. In the event the Liening Owner fails to comply with the foregoing provisions of this Section, such Liening Owner shall become a Defaulting Owner, and the Impacted Owners shall become Creditor Owners and may take such actions as the Creditor Owners may deem necessary to defend against or remove such lien. The Creditor Owners shall be

entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Creditor Owners in defending against, removing or attempting to defend against or remove such lien and may use any security delivered to the Creditor Owners for such purposes and for any other damages from the Defaulting Owner's breach under this Section.

6.3 **Compliance With Laws and Insurance Requirements.** The Owners: (A) shall each comply with all Laws, if noncompliance by such Owner with respect to its portion of the Parcel or any part thereof or areas for which such Owner has been granted an exclusive Easement would subject any other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to any other Owner or for the Parcel itself or would jeopardize any other Owner's right to occupy or utilize beneficially its respective portion of the Project or any part thereof, or would result in the imposition of a lien against any of the property of any other Owner; and (B) shall each comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction of the Project or any portion thereof or the requirements of any insurance coverage on any other Owner's portion of the Project if noncompliance by such Owner with respect to its portion of the Project or any part thereof would (i) increase the premiums of any policy of insurance maintained by any other Owner or the premiums of any policy of insurance maintained by all Owners (unless the non-complying Owner pays all such increases), or (ii) render any other Owner's portion of the Project uninsurable, or (iii) create a valid defense to any other Owner's right to collect insurance proceeds under policies insuring such other Owner's portion of the Project; provided, however, that if such compliance is required solely because of the nature of the use, possession and management of or activities in the other Owner's portion of the Project, such other Owner shall be liable for the costs and expense of such compliance. If, at any time, any Owner so obligated to comply under clause A or B above shall not proceed diligently with any such compliance, and such failure to proceed shall adversely and materially affect any other Owner (then such Owner who has failed to proceed shall become a Defaulting Owner and the other Owners shall become Creditor Owners), and such Creditor Owners may give written notice to the Defaulting Owner specifying the respect or respects in which the cure of such noncompliance is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such cure of the noncompliance is still not proceeding diligently, then the Creditor Owners may cause such compliance to occur by taking all appropriate steps to cure such noncompliance. The Creditor Owners shall be entitled to reimbursement within thirty (30) days after demand from the Defaulting Owner for all costs and expenses (including reasonable attorneys' fees) incurred by the Creditor Owners in connection with causing any such compliance to occur plus interest on any such sums not paid within thirty (30) days after demand at the prime rate of interest published from time to time by the Wall Street Journal.

6.4 **Zoning, Use.**

(A) Without limiting the provisions of Section 6.3(A), the Owners shall not (i) allow any use of their respective portions of the Project or (ii) take or fail to take any action which would violate the provisions of the Village Zoning Ordinance or the PD, as such ordinances may be amended from time to time.

(B) The Parcels may be used only for those uses permitted in accordance with the PD, the Redevelopment Agreement and applicable Laws. No portion of the Project may be used for any use which: (i) is unlawful or in violation of Law; (ii) may create a nuisance or injure the reputation of the Project; (iii) is dangerous to life and limb; or (iv) may be offensive, disreputable or immoral.

6.5 Parking for Residential Parcel.

(A) Commencing on the date that a certificate of occupancy is issued for the Residential Parcel and continuing throughout the term of this Agreement, the Parking Garage Parcel Owner shall issue and make available to the Residential Parcel Owner for the benefit of its tenants, guests, employees and invitees of Residential Parcel Improvements one (1) permit per Residential Apartment in the Residential Parcel, (hereinafter "Mandatory Parking Permit"). Each Mandatory Parking Permit shall evidence the exclusive perpetual use by the tenants, guests and invitees of the Residential Parcel Improvements of a Mandatory Parking Space within the Parking Garage Parcel in order to accommodate the Permittees of the Residential Parcel. The Residential Parcel Owner's sole obligation for payment of fees with respect to the Mandatory Parking Permits shall be the payment of the then going rate from time to time in the Village perfor 24 hour parking permits in public parking garages (the "Mandatory Parking Permit (the "Mandatory Parking-Fee""); said rate shall be adjusted by the Owner of the Parking Garage Parcel not more often than quarterly each year and shall be the same rate the Village charges at its other public parking garages in the Village.

(B) The tenants of the Residential Parcel, as individuals, shall have the right to apply for the use of additional parking permits through the Village Permit Parking System on a first come - first service basis as such permits are made available by the Village within the discretion of the Village on the same terms, conditions and rates at which they are made available to the general public. Such additional parking spaces shall be referred to as the "Requested Parking Spaces."

(C) So long as the Residential Parcel Improvements are in existence and operating and for such period of reconstruction and/or rehabilitation specified in Sections 2.2 (D) and 3.2 (D), the Parking Garage Parcel Owner shall not issue permits for parking in the Parking Garage Parcel Improvements (or otherwise designate parking spaces) in an amount in excess of the number of parking spaces remaining in the Parking Garage Parcel Improvements after subtracting the number of parking spaces equaling the Mandatory Parking Permits. The Mandatory Parking Permit Fees shall be paid the first of the month starting in the month following the issuance of the Certificate of Occupancy for the Residential Parcel. The Residential Parcel Owner shall have six (6) months in which to pay for all of the Mandatory Parking Permits, but said purchase by the Residential Parcel Owner must occur within said six month period and shall be made in not more than four (4) bulk purchase events. Thereafter said Mandatory Parking Permits shall be paid in advance on a quarterly basis. The Mandatory Parking Permits and the Requested Parking Spaces shall allow the Permittees access to the parking spaces on a 24 hour, 7 day a week basis, subject only to such reasonable restrictions the Village may impose for maintenance, repairs or snow removal and to reasonable rules and regulations provided in the Parking Lot Guidelines in effect for the Holley Court Parking Garage as amended from time to time.

ARTICLE 7

REAL ESTATE TAXES

7.1 **Separate Assessment.** The Owners shall cooperate with each other and make good faith efforts so that all of the Parcels shall be assessed separately by the Assessor and taxed as four (4) or more separate parcels of real estate. If at any time there is a separate assessed valuation determinable based on an examination of the Assessor's records (but not a separate tax bill or bills) for each of the four parcels, real estate taxes for any combined parcels shall be allocated among such combined parcels, based on the ratio of the assessed valuation for each such parcel to the combined assessed valuation for all such combined parcels. The Residential Parcel Owner shall pay the real estate taxes levied upon the Residential Parcel; the Townhouse Parcel Owner shall pay the real estate taxes levied upon the Townhouse Parcel; the Retail Parcel Owner shall pay the real estate taxes levied upon the Retail Parcel; and the Parking Garage Parcel Owner shall pay the real estate taxes (if any) levied upon the Parking Garage Parcel during any period when the Parcels are separately assessed and taxed. Each Owner shall be entitled independently to cause such Owner's portion of the Parcel to be assessed and taxed as two (2) or more separate parcels of real estate.

7.2 **Reference to Taxes in Leases.** For purposes of this Agreement and any documents or instruments, such as leases, referring to the allocation of real estate taxes pursuant to this Agreement, the real estate taxes allocated to a portion of the Project shall mean those taxes assessed and payable with respect to such portion of the Project as long as such portion of the Project is separately assessed and taxed.

7.3 **Failure to Pay Taxes.** If a Defaulting Owner shall fail to pay any tax or other charge, or share thereof, which is due and which such Defaulting Owner is obligated to pay pursuant to this Article, and if such unpaid tax or charge is a lien or encumbrance on any portion of the Project or Improvements and any lawful authority would thereafter have the right to sell or otherwise foreclose against any portion of the Project or Improvements owned by any other Owner or to impair or extinguish any Easement benefiting any other Owner by reason of such nonpayment, then the Creditor Owner or Owners may, after ten (10) days written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owners for the amount of such payment, including the amount of any interest or penalty amounts that accrued thereon.

7.4 **No Separate Bill.** If at any time there is not a separate assessed valuation which can be determined by an examination of the Assessor's records and tax bills for the Parcels; real estate taxes for which no separate assessed valuation can be so determined shall be allocated to the Owners as determined by the Owners.

ARTICLE 8

INSURANCE

8.1 **Insurance Required.** The Parcel Owners shall each procure and maintain the following insurance:

(A) **Real and Other Property.** Each of the Owners shall keep their respective Improvements insured for not less than 100% of their replacement cost through "Special Form" coverage. In addition, the Owner of the Parking Garage Parcel shall keep its machinery and personal property owned by it and used in the operation of the Parking Garage Parcel insured for not less than one hundred percent (100%) of its replacement cost through "Special Form" coverage. Each Owner other than the Parking Garage Parcel Owner shall separately insure on an "Special Form" basis its loss of rental income or use caused by business interruption or extra expense incurred to reduce such loss of income, in such amounts and with such deductibles as may be carried by prudent owners of first-class commercial buildings in the greater Chicago area, and shall pay all premiums for such coverage. Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverages. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination or appraisal.

(B) **Public Liability.** The Parcel Owners shall each (1) insure against public liability claims and losses on a comprehensive or commercial general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about their respective Parcel, or as a result of its operations thereon (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained in this Agreement), and (2) maintain automobile liability insurance for owned, non-owned and hired vehicles, each coverage in such amounts as may be required by Law and as may from time to time be carried by prudent owners of first-class commercial or public parking garage buildings (as the case may be) in the greater Chicago area, but in all events for limits, as to each Owner and its Parcel, of not less than \$1,000,000 each occurrence and \$2,00,000 aggregate for personal and bodily injury or property damage with an amount not less than \$5,000,000 umbrella coverage. Each of the other Owners and any property manager of such Owner's Parcel shall be "additional insureds" under such policy as it applies to the insuring Owner's Parcel.

(C) **Builder's Risk.** Prior to commencing any construction activities, each Owner shall carry "Special Form" builder's risk insurance (including loss of income and "soft costs") for not less than the completed value of the work then being performed by such Owner or Owners or for any Alterations which require another Owner's consent under Section 13.1. Such insurance shall include coverage for items stored off-site and items in transit for an amount sufficient to cover fully any loss.

(D) **Worker's Compensation.** Each Owner (other than the Townhouse **Parcel** Owner, unless the Townhouse **Parcel** Owner has employees) shall carry worker's compensation insurance in amounts as required by Law and employer's liability insurance in not less than the following amounts: bodily injury by accident, \$500,000 each accident; bodily injury by disease, \$500,000 each employee; bodily injury by disease, \$500,000 policy limit.

8.2 **Insurance Provision.** Insurance policies required by Section 8.1 shall be purchased from reputable and financially responsible insurance companies, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A/VII (or such lesser rating as the

Owners and Mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service; provided, however, if the Parking Garage Parcel is owned by the Village, the Village may insure the Parking Garage Parcel as required by Section 8.1 through the Village's self-insurance program. Insurance certificates evidencing the insurance to be required by each Owner pursuant to this Article 8 shall be furnished to each of the other Owners not later than the date of this Agreement.

8.3 Insurance Provisions. Each policy described in Section 8.1 (other than Section 8.1(D)): (i) shall provide that the knowledge or intentional acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall provide (except for liability insurance described in Section 8.1(B), for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase; (iii) shall provide for a minimum of thirty (30) days' advance written notice of the cancellation, non-renewal or material modification of such policy to Mortgagees and all insureds thereunder; (iv) with respect only to the insurance in Sections 8.1(A) and 8.1(C), shall include a standard mortgagee endorsement or loss payable clause in favor of the Mortgagees reasonably satisfactory to them; (v) shall not include a co-insurance clause; (vi) all coverage and limits shall be maintained in 2004 Equivalent Dollars; (vii) in no event shall any deductible exceed \$50,000.00 in 2004 Equivalent Dollars and (viii) shall provide for severability of interests. Unless otherwise specified in this Agreement, the "Special Form" of property-related insurance required to be procured and maintained by the Parcel Owners shall provide no less coverage (with the exception of deductible amounts) than the standard form of insurance currently promulgated by the Insurance Services Office, its successor, or other substantially similar insurance organization having responsibility for the design and publication of standardized insurance coverage forms for use by the insurance industry. Notwithstanding anything to the contrary contained in this Article 8, all or any portion of the insurance required to be maintained by the Residential Parcel Owner, the Townhouse Parcel Owner, or the Retail Parcel Owner pursuant to this Article 8 may be maintained by the Permittees (including tenants) thereof; provided, however, that any Person who maintains such insurance shall do so in accordance with the requirements of this Article 8.

8.4 Renewal Policies. Copies of all renewal insurance policies or a Form 27 Accord Certificate with summaries of coverage afforded and evidencing renewal shall be delivered by each Owner to the other Owners and to the Mortgagees at least ten (10) days prior to the expiration date of any such expiring insurance policy. Should an Owner fail to provide and maintain any policy of insurance (or certificate evidencing the same) required under this Article within ten (10) days of written notice from any other Owner of such failure, then the other Owners may purchase such policy and the costs of such policy (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after written demand by the Creditor Owners.

8.5 Waiver. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or

unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required to be insured under this Agreement) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required under this Agreement been obtained) under such insurance policies exclusive of any deductible amounts.

ARTICLE 9

MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS

9.1 **Damage to Parcel Improvements.** Except as expressly provided in this Article in the event of fire or other casualty, the Parcel Owners shall, at their sole cost and expense, maintain and keep their respective Parcel Improvements, including all Facilities located in the respective Parcels and all common areas on the Parcels, including, but not limited to the entry and exit hallways, elevators, elevator vestibule, stairways, sidewalks, common areas appurtenant to specific Parcels and driveways providing access to the Parking Garage Parcel in good and safe order and condition, and shall make all repairs or replacements to the foregoing, necessary to keep such property in safe first-class order and condition, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Notwithstanding the preceding provisions of this Paragraph, the Owner of the Parking Garage Parcel may at any time repair the Parking Garage **Parcel Improvements** so long as at all times a number of parking spaces equal to the **Mandatory Residential** Parking Spaces and the Requested Parking Spaces are provided in the Parking Garage **Parcel** Improvements and/or on a hard surface on the Parking Garage Parcel for the use of the Owners in accordance with this Agreement.

9.2 **Damage Affecting Only One or More Parcel Improvements.** If any portion of the Project is damaged by fire or other casualty and (A) if such damage occurs within only one or more specific Parcels, then (subject to the written approval of the Mortgagee of the specific Parcel Improvements, as to damage occurring on the specific Parcel Improvements, if said approval is required pursuant to the respective mortgage) any such damage shall be repaired and restored by the Owner of the portion of the Project in which any such damage occurs. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an Easement in favor of the other Owner or Owners then (i) the Creditor Owners may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then the Creditor Owners may perform such repair and restoration and may take all appropriate steps to carry out such repair and restoration; or (ii) in an Emergency Situation the Creditor Owners may immediately perform such repair or restoration and may take all appropriate steps to carry out such repair and restoration. The Creditor Owners shall, be entitled to reimbursement from Defaulting Owner upon demand for all costs and expenses incurred by Creditor Owners and Defaulting Owner, upon demand, and shall reimburse the Creditor Owners for all such amounts. Repair and restoration under this Section 9.5 shall constitute Alterations, except that the Owner performing the repair and restoration shall not be

required to obtain the other Owners' consent if such consent would not otherwise be required under Article 12, and Section 12.1(E)(iii) shall not apply.

9.3 **Maintenance and Repair by Owner of Residential Parcel.**

(A) **Maintenance and Repair.**

1. The Owner of the Residential Parcel shall keep all areas within the Residential Parcel, including the loading dock, the service corridor on the first floor, mechanical room, telecommunication and electrical rooms, trash room, utility vaults and other similar appurtenances and Facilities located therein in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about the Residential Parcel, necessary to keep the Residential Parcel in a safe first-class working order and condition. **Without limiting the foregoing, Residential Owner shall maintain and keep in a safe, first-class order and condition, all portions of the Shared Emergency Exit Stairs; including without limitation, maintenance of the lighting, emergency lighting and heating systems installed within such Shared Emergency Exit Stairs, and the entry and exit doors to such Shared Emergency Exit Stairs. As used in this Agreement, "Shared Emergency Exit Stairs" means the emergency exit stair well and stairs which penetrate and serve both the Parking Garage Parcel Improvements and the Residential Parcel Improvements, and which are located at the NE corner of the Parking Garage Parcel Improvements and the Residential Parcel Improvements.**

2. The Owners of the Townhouse Parcel and Retail Parcel shall reimburse the Owner of the Residential Property its prorata share of those portions of the operations, including common utilities and cost and expense of the repair and maintenance of those elements of the Residential Parcel limited to the loading dock, the service corridor on the first floor, mechanical room, telecommunication and electrical rooms, trash room, utility vaults and other similar appurtenances and Facilities, hereinafter "Residential Shared Maintenance Facilities", as provided in this Declaration Agreement. Such pro rata share, together with such interest thereon and cost of collection thereof, is hereinafter provided, shall be a charge and a continuing lien upon the Townhouse Parcel and Retail Parcel.

3. The prorata share of the respective Owners of the Townhouse Parcel and Retail Parcel for the portions of the Residential Shared Maintenance Facilities shall be determined prior to, and shall be a condition of, the closing of the Parking Garage Parcel, at which time the table below shall be completed. This formula will be reviewed and revised one year after the project opens to reflect the actual usage. Subsequent adjustments may be made every five years thereafter upon request by the parties.

RESIDENTIAL SHARED MAINTAINING FACILITIES				
	Residential Parcel	Townhouse Parcel	Retail Parcel	Total
Loading Dock	98.7%	0%	1.3%	100
Service Corridor on 1 st Floor	98.7%	0%	1.3%	100
Mechanical Room	98.7%	0%	1.3%	100
Telecommunication Room	98.7%	0%	1.3%	100
Electrical Room	98.7%	0%	1.3%	100

Trash Room	98.7%	0%	1.3%		100
Utility Vaults	98.7%	0%	1.3%		100

(B) **Budget.**

1. Each year, on or before December 1, the Owner of the Residential Parcel shall prepare a budget for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacements of the Residential Shared Maintenance Facilities on the Residential Parcel, and shall, on or before December 15 of each year, notify the Owners of the Townhouse Parcel and Retail Parcel in writing of the amount of such estimate, with reasonable itemization thereof. On or before the next January 1 of each year, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, the Owners of the Townhouse Parcel and Retail Parcel shall be liable for and obligated to pay to the Owner of the Residential Property one-twelfth (1/12th) of their respective share of the assessment made pursuant to this Paragraph. On or before May 1 of each year, the Owner of the Residential Parcel shall supply to the Owners of the Townhouse Parcel and Retail Parcel an itemized accounting, on an accrual or cash basis, of expenses for the Proceeding calendar year, together with the tabulation of the assessments showing that excess or deficits, on an accrual or cash basis, of income over this sum of expenses, plus reserves. Any such excess may, at the discretion of the Owner of the Residential Parcel, be retained by the Owner of the Residential Parcel and shall be placed in a reserve account, which shall be limited to three (3) months' assessments.

2. If said annual assessments prove inadequate for any reason, the Owner of the Residential Parcel may charge the deficiency against the existing reserves, or levy a further assessment. The Owner of the Residential Parcel shall serve notice for such further assessment on the Owners of the Townhouse Parcel and Retail Parcel by a statement in writing showing the amount due and reasons therefor, and such further assessments shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment.

3. The failure or delay of the Owner of the Residential Parcel to prepare or serve the annual or adjusted estimate on the Owners of the Townhouse Parcel and Retail Parcel shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owners of the Townhouse Parcel and Retail Parcel shall continue to pay its monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(C) **Special Assessments.** In addition to the annual assessments authorized above, the Owner of the Residential Parcel may with the agreement of the majority in interest of the portion of the Residential Shared Maintenance Facility involved levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon Residential Shared Maintenance Facilities in the Residential Parcel and for the necessary fixtures and personal property related thereto. The special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Owner of

the Residential Parcel and shall be used only for the specific purpose for which such assessment was levied.

(D) **Reserves.** To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Owner of the Residential Parcel as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Owner of the Residential Parcel in a special capital reserve account to be used solely for making repairs and replacements to the Residential Shared Maintenance Facilities thereon which the Owner of the Residential Parcel is obligated to repair and replace in accordance with the provisions of this ~~Declaration~~ **Agreement.**

(E) **Default.** Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Owner of the Residential Parcel may, upon notice to the Owners of the Townhouse Parcel, Retail Parcel and/or Parking Garage Parcel of such delinquency, bring an action against the Owner of the Townhouse Parcel, Retail Parcel to pay assessments and recover the same, including interests, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Owner of the Residential Parcel, costs and attorneys' fees as above provided, shall be and become a lien or charge against the Townhouse Parcel, Retail Parcel and/or Parking Garage Parcel when payable and may be foreclosed by any action brought in the name of the Owner of the Residential Parcel.

(F) **No Waiver.** No Owner may waive or otherwise escape liability for assessment provided for herein by non-use of the Residential Shared Maintenance Facilities or abandonment of its Property. Any claim by the Owner of the Townhouse Parcel and/or Retail parcel against the Owner of the Residential Parcel shall be by a separate action and shall not be used as a defense or counterclaim to an action to collect assessments.

(G) **Assessment Letter.** Upon the request of the Owner of the Townhouse Parcel, Retail Parcel and/or Parking Garage Parcel, the Owner of the Residential Parcel shall deliver to the Owner of the Townhouse Parcel and/or Retail Parcel, a letter indicating that all assessments have been paid through the date of the letter or, in the event said assessments have not been paid through the date of said letter, a letter stating the amount of the delinquent assessments. The Owner of the Residential Parcel shall deliver said Assessment Letter within ten (10) days after its receipt of a request for said assessment letter from the Owner of the Townhouse Parcel and/or Retail Parcel.

~~9.4 **Maintenance and Repair by Owner of Parking Garage Parcel.**~~

~~(A) **Maintenance and Repair.**~~

9.4 1- Maintenance and Repair by Owner of Parking Garage Parcel. The Owner of the Parking Garage Parcel shall keep all areas within the Parking Garage Parcel, including the parking areas (excluding the at-grade parking for the Retail Parcel), elevators, elevator shafts, elevator vestibules, and stairwells used by the Residential Parcel and the Parking Garage Parcel,

located therein in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about the Parcel, necessary to keep the Parking Garage Parcel in a safe first-class working order and condition.

~~2. The Owner of the Residential Parcel shall agree to reimburse the Owner of the Parking Garage Parcel its then prorata share of the operations including common utilities and cost and expense of the repair and maintenance of the elevators, elevator cabs and equipment, elevator shafts, elevator vestibules, and stairwells, hereinafter "Parking Garage Shared Maintenance Facilities", as provided in this Declaration. Such pro rata share, together with such interests thereon and cost of collection thereof, is hereinafter provided, shall be a charge and a continuing lien upon the Residential Parcel. Such pro rata share, together with such interests and costs, shall also be the continuing personal obligation of the Owners of the Residential Parcel.~~

~~3. The prorata share of the respective Owners of the Residential Parcel and Parking Garage Parcel for the portions of the Parking Garage Shared Maintenance Facilities shall initially be 50% each. This formula will be reviewed and revised one year after the project opens to reflect the actual usage. Subsequent adjustments may be made every five years thereafter upon request by the parties.~~

~~(B) Budget.~~

~~1. Each year, on or before December 1, the Owner of the Parking Garage Parcel shall prepare a budget for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacements of the Parking Garage Shared Maintenance Facilities on the Parking Garage Parcel, and shall, on or before December 15 of each year, notify the Owner of the Residential Parcel in writing of the amount of such estimate, with reasonable itemization thereof. On or before the next January 1 of each year, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, the Owner of the Residential Parcel shall be liable for and obligated to pay to the Owner of the Parking Garage Property one twelfth (1/12th) of its respective share of the assessment made pursuant to this Paragraph. On or before May 1 of each year, the Owner of the Parking Garage Parcel shall supply to the Owner of the Residential Parcel an itemized accounting, on an accrual or cash basis, of expenses for the proceeding calendar year, together with the tabulation of the assessments showing that excess or deficits, on an accrual or cash basis, of income over this sum of expenses, plus reserves. Any such excess may, at the discretion of the Owner of the Parking Garage Parcel, be retained by the Owner of the Parking Garage Parcel and shall be placed in a reserve account, which shall be limited to three (3) months assessments.~~

~~2. If said annual assessments prove inadequate for any reason, the Owner of the Parking Garage Parcel may charge the deficiency against the existing reserves, or levy a further assessment. The Owner of the Parking Garage Parcel shall serve notice for such further assessment on the Owner of the Residential Parcel by a statement in writing showing the amount due and reasons therefor, and such further assessments shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment.~~

3. — The failure or delay of the Owner of the Parking Garage Parcel to prepare or serve the annual or adjusted estimate on the Owner of the Residential Parcel shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner of the Residential Parcel shall continue to pay its monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(C) — Special Assessments. In addition to the annual assessments authorized above, the Owner of the Parking Garage Parcel may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon the Parking Garage Shared Maintenance Facilities and for the necessary fixtures and personal property related thereto. The special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Owner of the Parking Garage Parcel and shall be used only for the specific purpose for which such assessment was levied.

(D) — Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Owner of the Parking Garage Parcel as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Owner of the Parking Garage Parcel in a special capital reserve account to be used solely for making repairs and replacements to Parking Garage Shared Maintenance Facilities which the Owner of the Parking Garage Parcel is obligated to repair and replace in accordance with the provisions of this Declaration.

(E) — Default. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Owner of the Parking Garage Parcel may, upon notice to the Owner of the Residential Parcel, of such delinquency, bring an action against the Owner of the such Parcel to pay assessments and recover the same, including interests, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Owner of the Parking Garage Parcel, costs and attorneys' fees as above provided, shall be and become a lien or charge against the such Parcel when payable and may be foreclosed by any action brought in the name of the Owner of the Parking Garage Parcel.

(F) — No Waiver. No Owner may waive or otherwise escape liability for assessment provided for herein by non-use of the Parking Garage Shared Maintenance Facilities or abandonment of its Property. Any claim by the Owner of the Residential Parcel against the Owner of the Parking Garage Parcel shall be by a separate action and shall not be used as a defense or counterclaim to an action to collect assessments.

(G) — Assessment Letter. Upon the request of the Owner of the Residential Parcel, the Owner of the Parking Garage Parcel shall deliver to such Owner of the Residential Parcel, a letter indicating that all assessments have been paid through the date of the letter or, in the event said

~~assessments have not been paid through the date of said letter, a letter stating the amount of the delinquent assessments. The Owner of the Parking Garage Parcel shall deliver said Assessment Letter within ten (10) days after its receipt of a request for said assessment letter from the Owner such Parcel.~~

ARTICLE 10

LIENS, DEBTS, INTEREST AND REMEDIES

10.1 **Failure to Perform.** If, at any time, any Owner fails within ten (10) days after notice or demand to pay any sum of money due to a Creditor Owner under or pursuant to the provisions of this Agreement (thereby becoming a Defaulting Owner), then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (i) a lien against the portion of the Property or Project owned by the Defaulting Owner and (ii) for a default under Article 8, a lien also against any insurance proceeds payable to the Defaulting Owner for loss or damage to such portion of the Property or Project or otherwise under insurance policies carried pursuant to Article 8 to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article 10; provided, however, that the foregoing lien rights shall not apply and shall have no effect against the Village at any time that said Owner is the Village, or any other governmental agency or entity is the owner of a Parcel. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in equity to foreclose such lien in a manner similar to a foreclosure of a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity or as provided for in Section 9.2. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon ("Default Amount") shall have been paid in full. A Creditor Owner's liens provided for in this Section 10.1, shall be superior to and take precedence over any mortgage, trust deed or other encumbrance other than a Prior Lien constituting a lien on the portion of the Property or Project owned by the Defaulting Owner. A "Prior Lien" means a First Mortgage which has been recorded against the Property or Project, or against a portion of either, prior to the time of the recording of the Creditor Owner's notice of lien.

10.2 **No Diminution of Lien.** No conveyance or other divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under this Article 10) shall in any way affect or diminish any lien arising pursuant to this Article 10, and any lien which would have arisen against any property pursuant to this Article 10 had there been no conveyance or divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under this Article 10) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.3 **Mortgagee's Subrogation.** The holder of a mortgage or trust deed on all or any portion of the Parcels shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Article 10 affecting the property secured by such holder's mortgage or trust deed upon payment of the amount secured by such lien.

10.4 **Interest Rate.** Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due under this Agreement until paid in full, at a rate of interest equal to the lesser of: (a) the floating rate which is

equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by LaSalle Bank National Association at Chicago, Illinois or any successor as its corporate base, prime or reference rate of interest or (b) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Owner and the nature of the debt. In the event a corporate base, prime or reference rate of interest is not announced or is not available, and no maximum lawful rate applies, then interest shall accrue at the annual rate of eighteen percent (18%).

10.5 **Cumulative Remedies.** Subject to the limitations set forth in Section 10.5, the rights and remedies of an Owner provided for in this Article 10 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. An Owner may enforce, by a proceeding in equity for mandatory injunction, another Owner's obligation to execute or record any document which such other Owner is required to execute under or pursuant to this Agreement. The exercise by such Owner of any right or remedy to which it is entitled under this Agreement shall not preclude or restrict the exercise of any other right or remedy provided under this Agreement.

10.6 **No Set-Off.** Each claim of any Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

10.7 **Period of Limitation.** Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

10.8 **Attorneys' Fees.** A Defaulting Owner shall pay the reasonable attorney's fees and court costs paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Agreement.

10.9 **Self Help.** If any Owner fails to perform any non-monetary obligation hereunder within thirty (30) days of receipt of written notice thereof (provided however that no advance written notice shall be required in the event of an emergency), then the non-Defaulting Owner, acting in good faith, shall have the right to cure such default. To effectuate any such cure, the non-Defaulting Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any nonpublic space within the Parcel) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the default of its Permittees. In the event any non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the non-Defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 9.4, within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. Any notice of default sent pursuant to this Section 10.9 to a Defaulting Owner shall simultaneously be sent to any first priority mortgagee of the Defaulting Owner which has previously requested any other Owner, in writing, to forward such notices to it, and such first priority mortgagee shall have the right to cure the default on behalf of the Defaulting Owner within the time specified above for a cure by the Defaulting Owner. Notwithstanding the

foregoing, in no event shall the provisions in this Section 11.9 apply to, benefit or burden the Village during the period that it is an Owner hereunder.

The right to cure the default of another Owner shall not be deemed to:

- (i) Impose any obligation on a non-Defaulting Owner to do so;
- (ii) Render the non-Defaulting Owner liable to the Defaulting Owner or any third party for an election not to do so;
- (iii) Relieve the Defaulting Owner from any performance obligation hereunder; and
- (iv) Relieve the Defaulting Owner from any indemnity obligation as provided in this Agreement.

ARTICLE 11

UNAVOIDABLE DELAY

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the greater Chicago area, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the greater Chicago area (other than inability to make payment of money) ("Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. However, if non-performance is due to an Unavoidable Delay which does not affect another Owner's self-help remedy which otherwise may be exercised for such non-performance, then notwithstanding such Unavoidable Delay such other Owner shall still be entitled to such remedy with respect to those obligations to have been performed by the Owner unable to perform (hereinafter in this Article 11 the "Non-Performing Owner") which are the subject of Unavoidable Delay. The Non-Performing Owner shall notify the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of any other Owner, keep such other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

ARTICLE 12

CONDEMNATION

12.1 **In General.** Each Owner shall be entitled to receive directly from the taking authority the award, damages, or just compensation (hereinafter in this Article 12, the "Award") for its respective Parcel.

12.2 **Taking of Only One Parcel.** In the event of (A) a taking (other than a temporary taking) of a part of the Residential Parcel only or (B) a taking (other than a temporary taking) of a part of the Retail Parcel, or (C) a taking (other than a temporary taking) of a part of the Townhouse Parcel, or (D) a taking (other than a temporary taking) of a part of the Parking Garage Parcel, then, the Owner of the portion of the Project in which the taking occurred shall repair and restore the remainder of its portion of the Project to form an architectural and functional whole. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner of the portion of the Project in which the taking occurred. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an Easement in favor of any other Owner or Owners, then (i) the Creditor Owners may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then the Creditor Owners may perform such repair and restoration and may take all appropriate steps to carry out such repair and restoration; or (ii) in an Emergency Situation (other than an Emergency Situation involving solely an economic loss) the Creditor Owners may immediately perform such repair or restoration and may take all appropriate steps to carry out such repair and restoration. The Creditor Owners shall be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owners and the Defaulting Owner shall, upon demand, reimburse the Creditor Owners for all such amounts. Repair and restoration under this Section 12.2 constitute Alterations, except that the Owner performing repair and restoration shall not be required to obtain the other Owners' consent if it would not otherwise be required under Article 12 and Section 13.1(B)(ii) shall not apply.

12.3 **Demolition.** If, as a result of a taking (other than a temporary taking), any Owner reasonably determines that its portion of the Parcel no longer can be operated on an economically feasible basis, then such Owner, except the Village (if the Village owns the Parking Garage Parcel), shall not be obligated to repair or restore its portion of the Parcel as may be required by Section 12.2.

ARTICLE 13

ALTERATIONS

13.1 Permitted Alterations.

(A) An Owner (hereinafter in this Article 13, "Altering Owner") may, at any time, at such Altering Owner's sole cost and expense, make additions, improvements or alterations (hereinafter in this Article 13, "Alterations") to such Altering Owner's portion of the Parcel, provided that such Alterations comply with all of the provisions of this Article 13. Alterations shall include relocation of Facilities and Utilities, which shall be permitted, subject to compliance with the conditions set forth in this Article 13. Replacement of Facilities may be made by an Altering Owner without consent of other Owners. An Owner shall, in replacing Facilities, replace such Facilities with Facilities substantially equivalent or better, providing substantially the same quality of service or better. The provisions of this Article 13 governing Alterations do not negate or diminish other provisions of this Agreement having to do with additions, improvements or

alterations expressly required or permitted in Articles 8 and 11, which are governed by such provisions unless also designated in such Articles as "Alterations" to be governed by this Article 13.

(B) Alterations shall not be made without the prior written consent of ~~the other~~ all affected Owners if such Alterations will:

~~(i)~~ (i) during their performance or upon their completion, ~~unreasonably diminish in any material respect~~ the benefits afforded to ~~such~~ any other Owner by an Easement or ~~unreasonably~~ any Easements; or interrupt in any material respect any such other Owners' Owner's use or enjoyment of any Easement Easements;

~~(ii)~~ (ii) result in temporary or permanent interference with Facilities or Utilities serving such other Owner's Parcel; or Improvements therein;

~~(iii)~~ (iii) burden the mechanical systems or other Facilities of any other Parcel or result in increased costs for enjoyment of the benefits of any Easement or Facilities by a ~~non-altering~~ any other Owner.;

~~(iv)~~ (iv) affect any Improvements belonging to or shared by another Owner (including, without limitation, any Common Walls, Floors and Ceilings), other than minimally or incidentally; or

~~(v)~~ (v) threaten or reduce the Structural Supports for the Improvements located in any other Parcel or any other Owner's Easements or Facilities, or consist of drilling, coring, chopping, cutting or otherwise making any opening or hole into any Structural Supports which serve any other Parcel or any Common Walls, Floors and Ceilings, or necessitate the erection of additional columns, bearing walls other structures upon or within any other Parcel. If at any time, the Altering Owner proposes to ~~snake~~ make any Alterations which require or could possibly require (in the Altering Owner's reasonable opinion or the reasonable opinion of any other Owner) the consent of other Owners as expressly provided in this Article 13, then before commencing or proceeding with such Alterations, the Altering Owner, at its own cost, shall deliver to such other Owners a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 13.1. An Altering Owner may also at any time request confirmation from the other Owners that their consent is not required with respect to proposed Alterations if such Alterations do not require their consent, and such confirmation shall be given within ten (10) business days after the request is made. A failure to respond by the expiration of such ten (10) business day period shall be deemed a confirmation. If such other Owners consent to such Alterations or do not respond within thirty (30) days after receipt of such plans and specifications, the Altering Owner may proceed to make its Alterations substantially in accordance with such plans and specifications. The Owners

whose consent is requested will not unreasonably delay their response, having in mind the scope and complexity of the proposed Alterations, and in any event shall respond to the Altering Owner within thirty (30) days after receipt from the Altering Owner of such plans and specifications showing proposed Alterations. If, in the good faith opinion of the other Owners, the Altering Owner has violated or will violate the provisions of Section 13.1(A) or (B), then such Owners (the "Objecting Party") believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 13.1(A) or (B), and shall specify the respect or respects in which its provisions are or will be violated, if an Objecting Party in good faith asserts a violation of Section 13.1(A) or (B), then the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved (except in an Emergency Situation). In addition to any other legal or equitable rights or remedies to which the Objecting Party may be entitled by reason of an Altering Owner's violation or likely violation of the provisions of this Section 13.1, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

~~(D)~~ (C) The Owners, in making Alterations, shall (i) perform all work in a good and workmanlike manner and in accordance with good construction practices, (ii) comply with all Laws, including, without limitation, the Village of Oak Park Building Code, and (iii) comply with all of the applicable provisions of this Agreement. No Alterations shall be performed without obtaining the prior approval of the Village (in its capacity as a governmental body and not in its capacity as the Village), to the extent that such prior approval is required by applicable Village codes and ordinances. Each Owner shall, to the extent reasonably practicable, make Alterations within its portions of the Parcel in such a manner and at times so as to minimize any noise, vibrations, particulates and dust infiltration or other disturbance which would disturb an occupant or occupants of the other portions of the Parcel, but such Owner shall not be liable in any event for damages as a result of any such disturbance (as opposed to physical damage to property) normally incidental to construction. The foregoing restriction on damages shall not restrict an Owner's right to seek and obtain injunctive relief from unreasonable disturbances, which shall not include normal Construction activities in a mixed-use development. An Altering Owner may perform work during any hours permitted by applicable Law. However, if requested by an Owner who would otherwise suffer unreasonable disturbance and who pays all costs associated with work at times other than normal business hours, including overtime and delay costs, the Altering Owner shall not unreasonably refuse to perform work outside normal business hours.

13.2 **No Liens Against Other Portions of the Project.** An Owner performing any work required, provided for or permitted under this Agreement shall include in any construction contract a provision pursuant to which the contractor recognizes the separate ownership of the portions of the Project and agrees that any Lien rights which the contractor or subcontractors have under the Mechanics' Lien Act shall only be enforceable against the portion of the Project owned by the Altering Owner.

13.3 **Structural Safety and Integrity.** No Owner shall do or permit any act, which would adversely affect the structural safety or integrity of any portion of the Project, except in compliance with Article 13.

ARTICLE 14

ESTOPPEL CERTIFICATES

14.1 **Estoppel Certificates.** Each Owner shall, from time to time, within ten (10) days after written request from any other Owner, any prospective transferee of any other Owner or any Mortgagee or prospective Mortgagee which has complied with (or which has been deemed under Section 15.12(A) to have complied with) the notice provisions of Section 15.12(B), execute, acknowledge and deliver to the requesting party, a certificate ("Estoppel Certificate") stating:

(A) That the terms and provisions of this Agreement ~~are~~are unmodified and are in full force and effect or, if modified, identifying such modifications;

(B) Whether, to the knowledge of the Owner executing the Estoppel Certificate, there is any existing default under this Agreement (or grounds for a default after giving the requisite notice under this Agreement) by the requesting Owner and, if so, specifying the nature and extent of such default;

(C) Whether there are any sums (other than those arising out of the normal course of operation of the Project within the previous ninety [90] days) which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such ~~sums~~sums, specifying the nature and amounts of such sums;

(D) Whether the Owner executing the Estoppel Certificate has performed or is performing work the cost of which such Owner is or will be entitled to charge in whole or in part to the requesting Owner under the provisions of this Agreement, but has not yet charged to such requesting Owner, and if there is any such work, specifying the nature and extent of such work and the projected amount to be paid by the requesting Owner;

(E) The nature and extent of any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted (after giving the requisite notice, if any, required under this Agreement), or otherwise known by the Owner, against the enforcement of the requesting Owner's rights under this Agreement;

(F) The total amount of all liens being asserted or capable of being asserted (after giving the requisite notice, if any, required under this Agreement) by the Owner executing the Estoppel Certificate under the provisions of this Agreement, describing the applicable provision or provisions and the details of any such lien claim;

(G) Whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(H) The nature of any arbitration proceeding or finding under Article 10 made within the ninety (90) days preceding the date of such Estoppel Certificate;

(I) The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article 15; and

(J) Such other facts or conclusions as may be reasonably requested.

If the requesting party is a Mortgagee or prospective Mortgagee, the Owner on whose property it holds or intends to hold a Mortgage will be deemed the "Requesting Owner." If the requesting party is a prospective transferee of an Owner, such Owner will be deemed the "Requesting Owner."

ARTICLE 15

NOTICES AND APPROVALS

15.1 **Notice to Parties.** Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that an Owner is required, permitted or desires to give or make or communicate to any other Owner shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by ~~Pareeled~~**United** States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Owners at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with a recognized overnight courier service; or (c) two (2) business days after deposit in the mails, if mailed. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to Declarant Whiteco:

Whiteco Residential, LLC
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410
Attn: Matt Chambers
Telephone: 219-680-3000
Fax: 219-680-4232

With a copy to:

Whiteco Residential, LLC
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410
Attn: Jason Weisler
Telephone: 219-757-3501
Fax: 219-680-4255

If to Village:

VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302

Attention: Village Manager
Telephone: 708-383-6400

With copy to: VILLAGE OF OAK PARK
123 Madison Street
Oak Park, Illinois 60302
Attention: Village Attorney
Telephone: 708-383-6400

With a copy to: Neal & Leroy, LLC
203 N. LaSalle Street
Suite 2300
Chicago, Illinois 60601
Attention: Richard E. Friedman, Esq.
Telephone: 312-641-7144

Any Owner may designate a different address or additional addresses from time to time, provided such Owner has given at least ten (10) days' prior notice of such change of address. Failure to give notices to an Owner's counsel identified above shall not render notice to such Owner or Mortgagee invalid or ineffective, if any Owner shall cease to be the "Owner" of its respective portion of the Parcel, and the succeeding Owner of that portion of the Parcel shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice, (ii) to "the "Owner of Record"" at the street address for that Owner's portion of the Parcel as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or the Village of Oak Park department or agency having jurisdiction over Village of Oak Park addresses, or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Parcel in question. Notwithstanding anything to the contrary contained in this Agreement, all notices relating to (i) defaults or claims of default under this Agreement, (ii) change of notice address, or (iii) requests for arbitration shall be made by personal delivery, national overnight courier or ~~Parceled~~United States registered or certified mail, return receipt requested, postage prepaid.

15.2 **Multiple Owners.** If at any time the interest or estate of the Residential Parcel Owner, the Retail Parcel Owner, the Townhouse Parcel Owner, or the Parking Garage Parcel Owner shall be owned by more than one Person (hereinafter collectively referred to as "multiple owners"), the multiple owners shall give to the other Owners a written notice, executed and acknowledged by all of the multiple owners, in a form proper for recording, which shall (a) designate one Person, having an address in the State of Illinois to whom shall be given, as agent for all of the multiple owners, all notices thereafter given to the multiple owners, and (b) designate such Person as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations under this Agreement. Thereafter, until such designation is revoked by written notice given by all of the multiple owners ~~or~~ for their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Article collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served

upon, such agent. If the multiple owners shall fail to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the multiple owners as agent for all of the multiple owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the multiple owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the multiple owners shall be deemed to have appointed each of the other multiple owners as agent for the receipt of notices and the service of legal process.

ARTICLE 16

GENERAL

16.1 **Cooperation of Owners.** In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owners to promote the efficient operation of each respective portion of the Project and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Project. From time to time after the date of this Agreement, each Owner shall furnish, execute and acknowledge, without charge (except as otherwise provided in this Agreement) such other instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated by this Agreement, but only so long as any such request does not restrict or abridge the benefits granted the other Owner under this Agreement. Except as otherwise expressly provided in this Agreement, whenever the consent, approval or agreement of an Owner is required or requested pursuant to this Agreement, such consent, approval or agreement shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary contained in this Agreement, any consent, approval or agreement by or on behalf of the Village shall be given only in its capacity as the Owner of the Parking Garage Parcel and shall not be deemed an approval by (or support for the approval by) the Village of any action for which formal action by the Corporate Authorities is required, unless such formal action is obtained.

16.2 **Severability.** The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

16.3 **Headings.** The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

16.4 **Amendments to Agreement.** Except as otherwise provided in this Agreement, this Agreement (including specifically, without limitation, Section 9.1) may be amended or terminated only by an instrument signed by all of the then Owners, and consented to by the Mortgagees. Any amendment to or termination of this Agreement shall be recorded with the Recorder. Any amendment which affects only the rights and obligations of some (but less than all) of the Owners shall require execution only by the affected Owners. Notwithstanding the foregoing, each Owner may change and supplement the Plans applicable to such Owner's portion

of the Project if such change or supplement does not affect any other Owner's portion of the Project, which change or supplement shall be deemed not to be an amendment of this Agreement; provided, however, such Owner shall promptly notify the other Owners of such change or supplement. Any proposed change or supplement to any of the Plans which does or would affect any other Owner's portion of the Project shall be considered an amendment to this Agreement which shall be subject to the provisions of this Section governing amendments.

16.5 **Term.** Except as otherwise expressly provided herein, the covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual (or if the law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in Section 16.4. If the law provides for such shorter period, then upon expiration of such shorter period, such covenants, conditions and restrictions shall be extended automatically without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years, subject to amendment or termination as set forth in Section 16.4.

16.6 **Abandonment of Easements.** Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Project subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement; provided, however, that the consent of the Mortgagees shall also be required with respect to any such abandonment.

16.7 **Applicable Laws.** The Parties acknowledge that this Agreement and all other instruments in connection with this Agreement have been negotiated, executed and delivered in the County of Cook and State of Illinois. This Agreement and such other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described in this Agreement.

16.8 **Name of Project.** The Project to be developed on the Property is currently named "Harlem-Ontario Development", which shall serve as a working name until a final name is selected by the Owners. Each of the Owners shall have a non-exclusive right to use the name "Harlem-Ontario Development" as the name of such Owner's portion of the Project.

16.9 **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise.

16.10 **Incorporation.** Each provision of the Recitals to this Agreement and each Exhibit and Appendix attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

16.11 **Notice to Mortgagees; Rights of Mortgagee.**

(A) The term "Mortgage" as used in this Agreement shall mean any mortgage (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor and

constituting a lien on all or a substantial portion of the real property encumbered by such mortgage). The term "Mortgagee" as used in this Agreement shall mean the Mortgagee from time to time under any such Mortgage (or the beneficiary under any such trust deed). The term "First Mortgage" shall mean a Mortgage that is superior to all other voluntary liens and monetary encumbrances (other than the statutory lien for real estate taxes).

(B) If a Mortgage shall have served on all of the Owners, by personal delivery or by United States registered or certified mail, return receipt requested, postage prepaid, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one Owner to the others at the same time as and whenever such notice shall be given by one Owner to the others, at the address last furnished by such Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given by any Owner to the others shall be deemed to have been given unless and until a copy of such notice shall have been given to the Mortgagee. If a Mortgagee so provides or otherwise requires in a notice given by the Mortgagee in accordance with this Section, then the proceeds of any claim under an insurance policy or condemnation ~~Award~~award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee to be disbursed by the Mortgagee in accordance with the provisions of this Agreement; ~~and~~.

16.12 **Waiver of Mechanics' Liens by Owners.** To the maximum extent permitted by law, the Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which such Owners may have under the Mechanics' Lien Act against, or with respect to the Project or improvements owned by any other Owner or any part thereof or with respect to the estate or interest of any person in the Project or improvements owned by any other Owner, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished pursuant to this Agreement, by the Owners, their successors, assigns, materialmen, contractors, subcontractors, or sub-subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon. The Parties agree that the legal effect of this Agreement is that no mechanics' lien or claim may be filed or maintained by any Owner under the Mechanics' Lien Act with respect to that portion of the Property or improvements owned by any other Owner. The provisions of this Section are not intended to waive any lien created under Article 9. Notwithstanding anything to the contrary contained in this Agreement, any lien of an Owner permitted under this Agreement or arising by operation of law notwithstanding the waiver and release contained in this Section shall be subordinate to a Prior Lien.

16.13 **Special Amendment.** ~~Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement. A Special Amendment may also contain such complementary and supplemental grants and reservations of easements as may be necessary in order to effectuate the maintenance, operation and administration of the Project. In addition, a Special Amendment may also be necessary to add or delete the Field Parcel. Declarant also reserves the right to include, within a Special Amendment, revisions to the Legal descriptions of the Parcels. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney in fact, as the case may be. Each deed,~~

~~mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Project, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Project.~~Intentionally Deleted.

16.14 **Binding Effect.** The Easements, covenants and restrictions created under this Agreement shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Project, and each of the foregoing shall run with the land.

ARTICLE 17

LIMITATION OF LIABILITY

17.1 **Limitation of Liability.** The liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Project (including insurance and condemnation proceeds attributable to the Project and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and not other assets of such Owner, except as hereinafter provided in this Section. Assets of an Owner which is a partnership or limited liability company do not include the assets of the partners or members thereof, and a negative capital account of a partner or member which is an Owner and an obligation of a partner or member to contribute capital to such entity which is an Owner shall not be deemed to be assets of the partnership or limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it under this Agreement are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under the trust agreement by reason of any of the covenants or conditions contained in this Agreement.

17.2 **Transfer of Ownership.** If subsequent to completion of a Parcel Improvement an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Project (other than as security for a loan to such Owner and other than pursuant to a lease, license or similar agreement), then (a) such Owner shall be entirely relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Project, and (b) the Person who succeeds to such Owner's interest in such portion of the Project shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner theretofore accruing or which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Project.

ARTICLE 18

TEMPORARY CONSTRUCTION EASEMENTS

18.1 **General.** The Owners acknowledge and agree that each of the respective Parcel Improvements will depend upon the other for ingress and egress, construction staging and storage, temporary utility services and certain other facilities and components during construction. The ability to complete the construction of the Improvements in accordance with the applicable Plans and the construction schedules of the Owners will depend upon the progress and condition of the construction of each portion of the Improvements. Each Owner recognizes and acknowledges the need of the other Owners (i) to complete construction of its Improvements in order to comply with obligations of such Owner to third parties; (ii) to have available certain areas of the other Owners' Project to it and its Construction Designees, for ingress and egress to perform its Work, and for construction staging, storage and delivery of materials; (iii) to be able to protect and preserve the safety of all Construction Designees and all Permittees using such Owner's improvements and (iv) to complete construction in an expeditious and efficient manner (collectively, the "Construction Objectives").

18.2 **Grants of Temporary Construction Easements.** Subject to the terms, conditions and limitations set forth in this Agreement, each Owner hereby grants to each other Owner, for the use and benefit of such other Owner, the following non-exclusive, irrevocable Easements (but limited in duration as provided in Section 17.4) appurtenant to the grantee Owner's Parcel, for the following purposes:

(A) **Ingress and Egress.** Ingress and egress by a grantee Owner and its Construction Designees as maybe reasonably necessary for: (i) access to the grantor Owner's Parcel in connection with the performance of the grantee Owner's portion of the Work; (ii) the proper exercise of any right or Easement granted by this Agreement; and (iii) receiving deliveries of equipment, machinery, tools and materials, used in performing a grantee Owner's portion of the Work, for storage and staging as provided in Sections 17.2 (D) and (F). The grantor Owner shall designate areas on and through its Parcel for such ingress and egress, chosen to help facilitate and coordinate the construction activities and Construction Objectives of a grantee Owner and its Construction Designees.

(B) **Construction Equipment and Machinery.** Erecting, operating, dismantling and removing construction equipment and machinery, including without limitation, cranes, overhangs, scaffolding, exterior hoists and debris chutes as may reasonably be necessary to allow a grantee Owner to erect, maintain or protect its portion of the Work. Each grantee Owner further agrees to install, use and remove or cause to be installed, used or removed in timely fashion such cranes, overhangs, scaffolding, exterior hoists and debris chutes in a manner that does not interfere with the Construction Objectives of a grantor.

(C) **Safety Precautions.** Providing reasonable precautions for the safety of, and reasonable protection to: (i) all Construction Designees and all Permittees of any Owner, all occupants of the Improvements and any other persons who may be affected by the construction of the Improvements; (ii) all tools, machinery and equipment and all improvements, materials and equipment to be incorporated into any portion of the Improvements, stored on the Property, or

under the care, custody or control of any Construction Designee; and (iii) all other property located at the Project or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

(D) **Storage**. Storage of materials, supplies, equipment and tools to be used in construction of any portion of the Improvements or to be incorporated into any portion of the Work at locations on a Parcel designated by a grantor Owner, chosen to help facilitate and coordinate the construction activities and Construction Objectives of a grantee Owner and its Construction Designees; provided, however, that an Owner may reasonably redesignate or restrict such storage to locations in such Owner's Parcel and for periods of time which will avoid material interference in achieving the such Owner's Construction Objectives.

(E) **Security**. Safeguarding the Improvements, together with any other property located on the Property, from and against risk of loss, theft and vandalism.

(F) **Staging**. Staging of construction on a grantor Owner's Parcel, in areas which are located in such proximity to a grantee Owner's Parcel that makes the use of the grantor Owner's Parcel necessary or expeditious in the construction or repair of a grantee Owner's portion of the Work, as designated by the grantor Owner, chosen to help facilitate or coordinate the construction activities and Construction Objectives of the grantee Owner and its Construction Designees; provided, however, that an Owner may reasonably redesignate or restrict such staging to locations in such Owner's Parcel and for periods of time which will avoid material interference in achieving the such Owner's Construction Objectives.

(G) **Coordination of Work**. Connecting, joining, attaching or testing any improvements that serve or are considered part of two or more of the Parcel Improvements, including, without limitation, walls, slabs, structural elements, Structural Supports, mechanical components or any utility or similar system.

(H) **Temporary Utilities**. Connecting, installing, maintaining, using and removing all temporary utilities and related equipment, including, without limitation, electrical panels, utility substations, standpipe systems and pumps, as may be reasonably necessary to construct the Improvements or as otherwise required by Law.

(I) **Temporary Construction Support**. Use of any temporary construction support facilities furnished as part of the construction of any portion of the Improvements, together with the right to maintain such facilities as necessary.

(J) **Emergency**. Taking appropriate measures, in the reasonable discretion of each Owner or its Construction Designees, in order to prevent injury or loss resulting from an Emergency Situation.

(K) **General**. Performing any service not included with the Easements granted by this Section required to complete the construction of any portion of the Improvements; provided, however, that prior written consent is obtained from each Owner that will be affected thereby (which consent will not be unreasonably withheld, conditioned or delayed).

18.3 **Exercise of Temporary Construction Easements.** Each Owner shall use reasonable efforts to perform or cause performance of its Work, to use any Easements and to exercise any rights granted in this Article in a manner which will avoid: (i) any increase in the cost of constructing and completing the Work of the other Owner; (ii) unreasonably interfering with the progress of the Work for which any other Owner is responsible; (iii) unreasonably interfering with the use, occupancy or enjoyment of any portion of any other Owner's property by such other Owner, or its Permittees; (iv) injury, loss or damage to the Work of any other Owner or to any Construction Designee engaged or employed by any other Owner; and (v) material interference with an Owner's Construction Objectives. After use of any Easement or exercise of any right granted in this Article, the grantee Owner will promptly cause its Construction Designees to clean up the affected area of the grantor Owner's Parcel, leaving the affected area broom-clean and free of construction debris, materials, tools, machinery and equipment, to the extent reasonably practicable or necessary under the circumstances.

18.4 **Termination.** All Easements and rights granted in this Article shall terminate on the date that is one year following the completion of all of the improvements to be constructed on the Property, as evidenced by issuance by the Village of final certificates of occupancy, subject to the construction completion deadlines as set forth in the Redevelopment Agreement. Once terminated, within ten (10) days after written request by a grantor, Owner will execute and deliver a release of the Easements and rights granted in this Article in recordable form.

18.5 **Right of First Refusal.** ~~If at any time during the term hereof, the Parking Garage Owner shall propose to sell the Parking Garage Parcel or any portion thereof (except to another governmental agency or entity) the Owner of the Parking Garage Parcel shall so notify the Residential Parcel Owner in writing, of the terms and conditions of such proposed sale. The Residential Parcel Owner shall have thirty (30) days after receipt of such notice to notify the Owner of the Parking Garage Parcel that it will acquire the Parking Garage Parcel to be sold on the same such terms and conditions, in which event the Owner of the Parking Garage Parcel and Residential Parcel Owner shall execute a contract incorporating such terms and conditions. If the terms and/or conditions of any proposed sale materially change after notice has been provided to the Residential Parcel Owner, then a new offer shall be deemed to exist and the Owner of the Parking Garage Parcel shall notify the Residential Parcel Owner in writing, of such new offer and Residential Parcel Owner's right of first refusal shall apply to such new offer.~~**Intentionally Deleted.**

ARTICLE 19

CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

In the event any Parcel of the Project is submitted to the Condominium Act, the following provision shall apply with respect to the Parcel submitted to the Condominium Act:

So long as any portion of the Project is subject to the provisions of the Condominium Act, all rights, easements and benefits under this Agreement appurtenant to or enjoyed by the Owner of the portion of the Project subject to the Condominium Act, and consents, waivers, approvals and appointments which may be granted by an Owner, shall be exercised by the Condominium Association administering such portion of the Project on behalf of the Unit Owners of the Units in

such portion of the Project, except for such rights or benefits expressly granted to Unit Owners, and except for easements which by their nature are exercisable only by Unit Owners and in the event of any such action taken by a Condominium Association, the Unit Owners shall be bound as if such Unit owners had expressly consented and agreed to such actions by such Condominium Association. Any action to enforce or defend rights, obligations, easements, burdens and benefits under this Agreement, or the right to settle and compromise any claims, on behalf of the Unit Owners who are members of a Condominium Association shall be taken on behalf of such Condominium Association and all such Unit Owners, solely by such Condominium Association by its duly authorized officers acting pursuant to authority granted by law, the applicable Condominium Declaration or resolution of the board of managers of such Condominium Association. Except as otherwise noted herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association of which such Unit Owner is a member. No Unit Owner or group of Unit Owners shall have the right to take any action under this Agreement or to enforce any of the rights, easements or privileges granted by this Agreement for the benefit of the Total Property or any part thereof. All obligations under this Agreement of the Owner of a portion of the Project subject to the Condominium Act shall be obligations jointly and severally of both the applicable Condominium Association and all Unit owners in such portions of the Project and any lien arising against the Owner of any such portion of the Total Property may be imposed against the Units of all such Unit Owners based upon their percentages of interest in the Common Elements appurtenant to such portion of the Project, which each Unit Owner may discharge in accordance with the provisions of this Agreement.

ARTICLE 20

TOWNHOUSE PARCEL OWNER'S ASSOCIATION ACTING FOR UNIT OWNERS

In the event the Townhouse Parcel is subdivided, the following provision shall apply with respect to the Townhouse Parcel: So long as any portion of the Project is subject to this Agreement, all obligations under this Agreement of the owner of the Townhouse Parcel shall be obligations jointly and severally of all unit owners in such portions of the Townhouse Parcel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

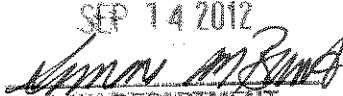
VILLAGE:

VILLAGE OF OAK PARK,
an Illinois municipal home rule corporation

By: _____
Village President

Attest: _____
Village Clerk

REVIEWED AND APPROVED
AS TO FORM

SEP 14 2012

LAW DEPARTMENT

DEVELOPER:

WR XXIV, LLC,
an Indiana limited liability company

By: WHITECO RESIDENTIAL, LLC,
an Indiana limited liability company,

Its: its Manager

By: _____
J. Matthew Chambers
Executive Vice President of Development
and
_____ Finance and Treasurer

EXHIBIT A

LEGAL DESCRIPTION
PROJECT

LOTS 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5, 6A AND 6B IN WHITECO RESUBDIVISION, RECORDED NOVEMBER 24, 2009 AS DOCUMENT NUMBER 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, BEING A RESUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois
1125 Ontario Street, Oak Park, Illinois

PINs: 16-07-118-055
16-07-118-056
16-07-118-057
16-07-118-058
16-07-118-059
16-07-118-060
16-07-118-061
16-07-118-062
16-07-118-063
16-07-118-064
16-07-118-065

EXHIBIT B

LEGAL DESCRIPTION FOR RETAIL PARCEL

LOTS 2A, 2B, 4 AND 5 IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, BEING A RESUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-07-118-058

16-07-118-059

16-07-118-062

16-07-118-063

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT C

LEGAL DESCRIPTION FOR PARKING GARAGE PARCEL

LOTS 1A, 1B AND 1C IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, BEING A RESUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH THAT PART OF LOT 3B IN SAID WHITECO RESUBDIVISION, LYING SOUTH OF THE NORTH LINE OF SAID LOT 1C AND THE WESTERLY EXTENSION THEREOF, INCLUDING THOSE PORTIONS OF SAID LOT 3B LOCATED WITHIN THE BOUNDARIES OF SAID LOT 1C PROJECTED VERTICALLY UPWARD AND DOWNWARD.

PIN #: 16-07-118-055
16-07-118-056
16-07-118-057; and
PART OF 16-07-118-061

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT D

LEGAL DESCRIPTION FOR RESIDENTIAL PARCEL

LOTS 3A AND 3B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, BEING A RESUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF LOT SAID LOT 3B LYING SOUTH OF THE NORTH LINE OF LOT 1C IN SAID WHITECO RESUBDIVISION, AND THE WESTERLY EXTENSION THEREOF, INCLUDING THOSE PORTIONS OF SAID LOT 3B LOCATED WITHIN THE BOUNDARIES OF SAID LOT 1C PROJECTED VERTICALLY UPWARD AND DOWNWARD.

PIN #: 16-07-118-060
16-07-118-061

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT E

LEGAL DESCRIPTION FOR TOWNHOUSE PARCEL

LOTS 6A AND 6B IN WHITECO RESUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, BEING A RESUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-07-118-064
16-07-118-065

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

EXHIBIT F

DRAWING DEPICTING RELATIVE LOCATION OF PARCELS

See attached.

EXHIBIT G

PLANS

On file at the Village of Oak Park Village Hall.

ORDINANCE AUTHORIZING ACCEPTANCE OF TITLE TO CERTAIN REAL PROPERTY

FINDINGS

1. The Village of Oak Park took title to certain real property located at 473-483 N. Harlem Avenue, Oak Park, Illinois by way of Special Warranty Deed recorded on December 21, 2009 as Document Number 0935518077, in the office of the Cook County Recorder of Deeds (the "Public Parking Garage.") This property is commonly referred to as the west expansion of the Holley Court garage.
2. That conveyance did not include conveyance of a certain strip of land located west of the Holly Court Garage, as legally described on Exhibit A, attached hereto and made a part hereof (the "Frontage").
3. It is in the best interest of the Village of Oak Park that the Village of Oak Park obtains title to the Frontage.
4. WR XXIV, LLC, the owner of the Frontage, has no need or use for the Frontage and is willing to convey that property to the Village.

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

1. The Village Board adopts the findings, definitions and determination set forth in the preamble.
2. The Village Board authorizes the acceptance of title to the Frontage.
3. The President of the Village Board of Trustees is authorized and directed to take all action necessary to accept title to the Frontage on behalf of the Village.

4. 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 September, 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved by me this 18th day of September, 2012.

David G Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

EXHIBIT A
Legal Description of Frontage

THAT PART OF LOT 3B IN WHITECO SUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, LYING SOUTH OF THE NORTH LINE OF LOT 1C AND THE WESTERLY EXTENSION THEREOF, IN SAID WHITECO SUBDIVISION, IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID LOT 3B BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES OF LOT 1C IN SAID WHITECO SUBDIVISION PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH.

THIS INSTRUMENT
PREPARED BY:

Jason Weisler
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410

After Recording Return To:

Richard F. Friedman
203 North LaSalle St.
Suite 2300
Chicago, IL 60601

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of September, 2012, between WR XXIV, LLC, an Indiana limited liability company (as assignee of Whiteco Residential, LLC, an Indiana limited liability company), 1000 E. 80th Place, Suite 700N, Merrillville, Indiana 46410, party of the first part, and THE VILLAGE OF OAK PARK, ILLINOIS, an Illinois municipal corporation, 123 Madison Street, Oak Park, Illinois 60302, party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

THAT PART OF LOT 3B IN WHITECO SUBDIVISION, AS SHOWN AND DESCRIBED ON THE PLAT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 24, 2009 AS DOCUMENT NO. 0932803062, AND ON CERTIFICATE OF CORRECTION FOR PLAT OF SUBDIVISION RECORDED IN AFORESAID OFFICE ON JULY 9, 2012, AS DOCUMENT NO. 1219131088, LYING SOUTH OF THE NORTH LINE OF LOT 1C AND THE WESTERLY EXTENSION THEREOF, IN SAID WHITECO SUBDIVISION, IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID LOT 3B BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES OF LOT 1C IN SAID WHITECO SUBDIVISION PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH PREVIOUSLY CONVEYED TO THE PARTY OF THE SECOND PART HEREIN BY SPECIAL WARRANTY DEED RECORDED DECEMBER 21, 2009 AS DOCUMENT NUMBER 0935518077, AS CORRECTED BY CORRECTIVE DEED RECORDED IMMEDIATELY PRIOR HERETO.

PIN # PART OF 16-07-118-061

Address: 473-483 N. Harlem Avenue, Oak Park, Illinois

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said party of the first part will FOREVER WARRANT AND DEFEND title to the premises, with respect to any action the party of the first part may have taken, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to those Permitted Exceptions in Exhibit "A" attached hereto and made a part hereof.

[signatures on following pages]

ACCEPTANCE

This conveyance is accepted by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, after action at a public meeting of the Village Board and whereby the Village Board authorized acceptance of this conveyance by Ordinance Number

_____.

Village of Oak Park, Illinois
a Municipal Corporation

By: _____
David G Pope, Village President

Attest: _____
Teresa Powell, Village Clerk

Resolution Authorizing Execution Of A Warranty And Repair Agreement

BE IT RESOLVED by the President and the Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the Village Manager is hereby authorized and directed to execute a Warranty and Repair Agreement with Whiteco Residential, LLC for repairs to the western expansion of the Holley Court Garage, which Warranty and Repair Agreement will substantially conform to the agreement attached hereto as Exhibit A.

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 September, 2012, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September, 2012.

David Pope
Village President

Attest:

Teresa Powell
Village Clerk

Warranty and Repair Agreement

This agreement is entered into on September 18, 2012, by and between the Village of Oak Park, 123 Madison St., Oak Park, IL, acting through its President and Board of Trustees and Whiteco Residential, LLC (“Whiteco”), 100 East 80th Place, Ste 700 N, Merrillville, IN 46410 for the repair of certain construction defects and warranty items in the west expansion of the Holley Court garage.

Findings

Whiteco caused to be constructed the west expansion of the Holley Court garage, known as the Parking Parcel in the Amended and Restated Redevelopment Agreement for the Harlem-Ontario Mixed Use Development.

The Project was substantially completed in November 2006.

The Village is the owner of the garage.

The Village has identified warranty items and repair items with the construction of the project as identified in this document.

In consideration of the foregoing and in exchange for the Village of Oak Park executing a Certificate of Completion and Partial Termination and Release of the Redevelopment of Harlem-Ontario, which includes the release of Section 12.10 of the Amended and Restated Redevelopment Agreement, Whiteco and the Village agree to enter into this Warranty and Repair Agreement for the completion of repairs to the Parking Parcel at the Harlem-Ontario Mixed Use Development.

1. Whiteco agrees to assign the AIA Standard Form of Agreement between Owner and Contractor, including attachments, to the Village of Oak Park as owner of the Parking Garage Parcel.

2. Whiteco agrees, covenants and warrants that it will:
 - a. Perform structural repairs of certain beams and columns in the Parking Garage Parcel of the Development as identified and in the manner recommended by Wiss, Janney, Elstner Associates, Inc., in a report dated February 17, 2011, or in the manner agreed to by the Village of Oak Park Director of Building and Property Standards; and
 - b. Perform repairs to the cracked masonry at Stairwell No. 4, in the northwest corner in the Parking Garage Parcel Improvements, and to a door flashing in that same stairwell; and
 - c. Perform repairs to the traffic coating of the upper level of the Parking Garage Parcel Improvements in the manner recommended by and/or as directed by the Oak Park Director of Building and Property Standards and/or the Village Engineer; and
 - d. Reimburse the Village in the amount of One Hundred Forty Thousand, Fifty Four and 13/100 Dollars (\$140,054.13) for its actual costs expended for engineering and inspection fees paid to Wiss, Janney, Elstner Associates; and
 - e. Post a \$200,000 cash bond with First American Title company under an escrow agreement acceptable to the Village Attorney and to Whiteco; and
 - f. Disconnect the electric service to the electric heaters and fire alarm in the Shared Emergency Exit Stairs and reconnect the service to the Residential Parcel house meter.
 - g. Verify that the fire alarm connects to the annunciator panel in the Residential Parcel.

3. The Village does not intend by this agreement to waive any other warranties or remedies available to the Village.
4. Capitalized terms not otherwise defined in this agreement shall have the meanings set forth in the Certificate of Completion and Partial Termination and Release of Redevelopment Agreement dated September 18, 2012.

Whiteco Residential, LLC,
an Indiana limited liability company

By: _____
Timothy Connelly, President

Village of Oak Park, Illinois
a Municipal Corporation

By: _____
Cara Pavlicek
Interim Village Manager

REVIEWED AND APPROVED
AS TO FORM

SEP 14 2012


LAW DEPARTMENT

5

**Resolution Authorizing the Execution of an Operating Easement
Agreement Estoppel Certificate
related to the Harlem Ontario Mixed Use Development**

Findings:

The Harlem-Ontario Mixed Use Development, consisting of a 14 floor apartment building, retail spaces, townhouses and an extension of the Holley Court parking garage was constructed or caused to be constructed by Whiteco Residential, L.L.C.; and

Whiteco Residential, L.L.C proposes to transfer title to the Residential, Retail and Townhouse parcels of the development to a new owner, OPP Apartments, LLC. The transfer does not include the Garage Parcel, which is owned by the Village; and

The Development was constructed by Whiteco Residential, L.L.C., pursuant to development documents, including an Operating Easement Agreement, which run with the land and remain recorded against title to the parcels that will be purchased by OPP Apartments LLC; and

OPP Apartments LLC, in order to ensure that the Operating Easement Agreement is not in default in any manner which would be a cloud on their title, has asked the Village to certify that no such defaults exist; and

The Village has negotiated a separate agreement with Whiteco Residential, L.L.C to repair outstanding items at the Garage Parcel such that the statements made in the OEA Estoppel Certificate are correct.

Now Therefore, Be it Resolved by the President and Board of Trustees of the Village of Oak Park, that the Village Manager is authorized and directed to execute an Estoppel Certificate which substantially conforms to the Estoppel Certificate attached hereto as Exhibit A.

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 September, 2012, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 18th day of September, 2012.

David Pope
Village President

Attest:

Teresa Powell
Village Clerk

OPERATING EASEMENT AGREEMENT ESTOPPEL CERTIFICATE

_____, 2012

OPP Apartments LLC
c/o Cornerstone Real Estate advisers LLC
150 South Wacker Drive
Suite 350
Chicago, Illinois 60606
Attention: John R. Wooton

Re: Operating and Easement Agreement

WR XXIV, LLC, an Indiana limited liability company ("**Owner**") and the Village of Oak Park ("**Village**") are parties to, or successors in interest to parties to, that certain Operating and Easement Agreement dated December 16, 2009 (the "**Agreement**") and recorded in the Recorder's Office of Cook County, Illinois on December 21, 2009, as Document No. 0935518076, and the Amended and Restated Operating Easement Agreement for Harlem Ontario Development. The Agreement burdens certain real property located in the Village of Oak Park, State of Illinois which property is more particularly described in the Agreement (the "**Property**"). Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

The Village understands that OPP Apartments LLC, a Delaware limited liability company, and 35 West Wacker Partner, LLC, a Delaware limited liability company (collectively, "**Purchaser**") will be purchasing the Property and are relying upon this Estoppel Certificate (this "**Certificate**") in connection with such transaction and would not purchase the Property but for the undersigned's delivery of this Certificate.

With that understanding, the Village of Oak Park hereby represents, warrants and agrees, on behalf of itself and its successors and assigns, for the benefit of the Purchasers, their counsel, their respective lenders, title companies and respective successors and assigns, as follows:

1. The terms and provisions of the OEA, as amended by the Amended and Restated OEA are in full force and effect.

2. No Defaults. To the knowledge of the Village, (i) except as limited by the terms of this paragraph, neither the Owner nor the Property are in default of any covenants, conditions or restrictions imposed on the Owner or the Property, as the case may be, under the Agreement; (ii) the Owner is not in default of any kind under the Agreement; and (iii) there is no event that, with the giving of notice or the passage of time or both would constitute a violation by or default by the Owner under the Agreement. Construction of the Residential, Townhouse and Retail Parcels of the Project has been completed in accordance with the Development Documents. Construction of the Parking Garage Parcel improvements has been completed except for those continuing warranty obligations of Whiteco Residential to the Village with respect to the Parking Garage Parcel which are set forth in a separate warranty and repair agreement between Whiteco and the Village (the "**Warranty and Repair Agreement**"). The Village acknowledges that title to the Parking Garage Parcel has been conveyed to the Village in accordance with the requirements of Section 16.01 of the RDA. The Village and Whiteco acknowledge and agree that (i)

anything in this Certificate to the contrary notwithstanding, the Warranty and Repair Agreement shall remain in full force and effect in accordance with its terms; and (ii) the Warranty and Repair Agreement is a separate obligation of Whiteco which does not run with title to the land and shall not be deemed to be an obligation of any successor owner of all or any portion of the Residential Parcel, Retail Parcel or Townhouse Parcel.

3. Satisfaction of Conditions. To the knowledge of the undersigned, as of the date hereof, each and every covenant, condition and obligation contained in the Agreement required to be performed or satisfied by the Owner has been completed, and the undersigned has no present or pending claims, counterclaims, defenses or rights of offset against Owner under the Agreement except as stated above.

4. Authority. The undersigned signatory is duly authorized to execute this Certificate on behalf of the Village and hereby executes this Certificate as of the date first written above with full knowledge and understanding that the Purchaser, their counsel, their title company and lenders, and their successors and assigns, will rely upon this Certificate in connection with the Purchaser's purchase of the Property.

5. Counterparts. This Certificate may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

VILLAGE OF OAK PARK, an Illinois
municipal home rule corporation

REVIEWED AND APPROVED
AS TO FORM

SEP 14 2012

LAW DEPARTMENT

By: _____
Cara Pavlicek
Village Manager

Attest: _____
Teresa Powell
Village Clerk

0

TO: Cara Pavlicek
Interim Village Manager

FROM: Craig M. Lesner
Chief Financial Officer

DATE: September 14, 2012

RE: Regular List of Bills



Attached is the regular list of bills as paid through the Village's Accounts Payable (AP) system for the week beginning September 3rd through September 14th. This is the most current list available.

In total the bills add to \$843,192.54

REVIEWED BY: 
Finance Department

REVIEWED BY: _____
Village Manager's Office

REVIEWED BY: _____
Chairperson, Finance Committee



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

Page No. 1
Run Date Sep/06/2012
Run Time 4:37:08 PM

Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078115	Sep/07/2012	RE	Paid	VOP01 000008105 A C PAVEMENT STRIPING COMPANY 695 CHURCH RD ELGIN IL 60123	Not applicable		66,837.98 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101140	20162	Jul/30/2012	MICROSURF & CRACKFILL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Street Lighting Improvements	DPW - Capital Projects	Capital Improvement Fund	Local Streets	66,837.98 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078116	Sep/07/2012	RE	Paid	VOP01 0000014752 ABERNATHY, PATRICIA 2300 S. FIRST AVE. NORTH RIVERSIDE IL 60546	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101120	5862	Jul/25/2012	REFUND KEYCARD DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078117	Sep/07/2012	RE	Paid	VOP01 0000010000 ADVANTAGE DAMAGE APPRAISAL INC. P.O. BOX 238 WOOD DALE IL 60191	Not applicable		105.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101241	5269	Jul/31/2012	DAMAGE APPRAISAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	105.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078118	Sep/07/2012	RE	Paid	VOP01 0000014753 ALBERT, MICHAEL 730 CARPENTER AVE, #2N OAK PARK IL 60304	Not applicable		144.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101119	610698	Jul/25/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	144.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078119	Sep/07/2012	RE	Paid	VOP01 0000012237 ALLIED BENEFIT SYSTEMS 200 WEST ADAMS, SUITE 500 CHICAGO IL 60606	Not applicable		960.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101326	0000254015	Aug/16/2012	GROUP NO. A09105. FLEX & COBRA FEES PERIOD 8/2012	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Health Insurance Premiums	HR - Human Resources	Health Insurance Fund	Base Program	960.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078120	Sep/07/2012	RE	Paid	VOP01 0000010061 ALLSTAR AUTO GLASS INC. 1244 CAPITOL DR. UNIT - B ADDISON IL 60101	Not applicable		259.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101299	WOB93013	Jul/30/2012	LEFT QUARTER GLASS INSTALLED	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	259.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078121	Sep/07/2012	RE	Paid	VOP01 0000001700 AMERICAN PLANNING ASSOCIATION C/O ROBERT ZIMMERER P.O. BOX 1443 WHEATON IL 60187	Not applicable		500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101366	071912-PCT	Jul/19/2012	TRAINING PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Boards Commissions Support	CLERK - Boards and Commissions	General Fund	Plan Commission	500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078122	Sep/07/2012	RE	Paid	VOP01 0000001022 ANDERSON ELEVATOR CO 2801 S. 19TH AVE BROADVIEW IL 60155	Not applicable		1,079.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101372	125296	Aug/01/2012	AUGUST 2012 ELEVATOR MAINTENANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	161.85 USD
4	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	496.34 USD
2	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	280.54 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	140.27 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Run Date Sep/06/2012
Run Time 4:37:08 PM

Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078123	Sep/07/2012	RE	Paid	VOP01 0000001030 ARROW LOCKSMITH 321 MADISON OAK PARK IL 60302	Not applicable		30.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101125	B93424	Jun/22/2012	KEYS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Repairs	FIRE - Operations	General Fund	Base Program	30.95 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078124	Sep/07/2012	RE	Paid	VOP01 0000001033 ASSOC. TIRE & BATTERY CO, INC. 6208 ROOSEVELT RD OAK PARK IL 60304	Not applicable		609.61 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101287	509373	Aug/07/2012	FRONT BRAKE PADS & ROTORS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	299.88	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	12.96	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	17.76	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	92.24	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	47.70	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	17.76	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	17.77	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	72.81	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	12.96	USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	17.77	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078125	Sep/07/2012	RE	Paid	VOP01 0000002251 ASSOCIATED BAG CO. P.O. BOX 3036 MILWAUKEE WI 53201-3036	Not applicable		294.94 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101132	N42118	Jul/17/2012	POLY BAGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	294.94 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078126	Sep/07/2012	RE	Paid	VOP01 0000013854 AT & T P.O. BOX 5080 CAROL STREAM IL 60197-5080	Not applicable		3,935.76 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101154	847734609508	Aug/07/2012	E911 TRUNKS 7/8/12-8/7/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	FINANCE - Purchasing	General Fund	Base Program	3,935.76 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078127	Sep/07/2012	RE	Paid	VOP01 0000008968 AUTO ZONE P.O. BOX 116067 ATLANTA GA 30368-6067	Not applicable		234.43 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101243	2674780823	Aug/15/2012	REAR BRAKE ROTORS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	58.48 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	44.98 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	66.58 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	64.39 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078128	Sep/07/2012	RE	Paid	VOP01 0000001512 AUTOMOBILE MECHANICS LOCAL 701 500 W. PLAINFIELD RD. COUNTRYSIDE IL 60525	Not applicable		322.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101270	JULY & AUGUST 2012	Aug/31/2012	UNION DUES FOR MECHANIC'S	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	322.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078129	Sep/07/2012	RE	Paid	VOP01 0000010157 B2B COMPUTER PRODUCTS P.O. BOX 3296 GLEN ELLYN IL 60138	Not applicable		984.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101155	568906	Jun/25/2012	BARRACUDA HARD DRIVE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	WAN Equipment	FINANCE - Financial Services	Equipment Replacement F	Computer Equipment - IT Dept	165.00 USD
1	Operational Supplies	POLICE	General Fund	Detectives	819.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078130	Sep/07/2012	RE	Paid	VOP01 0000004593 BARONGER LLC C/O MITCH GOLDSTEIN 136 N. RIDGELAND AVE. OAK PARK IL 60302	Not applicable		590.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101147	OPE 2012-00038	Aug/09/2012	REFUND STREET RESTORATION DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Reserve For Restoration Dep	Balance Sheet	General Fund	Balance Sheet	590.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078131	Sep/07/2012	RE	Paid	VOP01 000007704 BCB GROUP INC. DBA BATTERIES PLUS 4826 SOLUTION CENTER CHICAGO, IL 60677-4008	Not applicable		35.14 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101179	288-249581	Jul/27/2012	12V LEAD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	Parking Services	Parking Fund	Holley Ct Parking Garage	35.14 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078132	Sep/07/2012	RE	Paid	VOP01 0000014458 BERG, COLLEEN 541 N. HARVEY AVE. OAK PARK IL 60302	Not applicable		60.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101347	08/08/12-08/23/12	Aug/23/2012	CONTRACTUAL SERVICES - SCULPTURE WALK COORDINATOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Public Art	DPW - Engineering	Capital Improvement Fund	Base Program	60.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078133	Sep/07/2012	RE	Paid	VOP01 0000014754 BHATIA, AJAY 107 N. OAK PARK AVE. OAK PARK IL 60301	Not applicable		148.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101118	603738	Jul/23/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	148.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078134	Sep/07/2012	RE	Paid	VOP01 0000014811 BIRKEY, RANDAL 635 HOME AVE. OAK PARK IL 60304	Not applicable		538.56 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101149	0106000090-00	Aug/16/2012	REFUND CREDIT BALANCE ON WATER ACCT@635 HOME	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	538.56 USD



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PeopleSoft Accounts Payable
DETAILED CHECK REGISTERPage No. 12
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078135	Sep/07/2012	RE	Paid	VOP01 0000008717 BOEHMS, LESLIE 1009 LYMAN OAK PARK IL 60304	Not applicable		175.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101152	001	Aug/10/2012	VIDEOGRAPHY OF VILAGE BOARD MEETING 8/6/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Communication	General Fund	Media Development	175.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078136	Sep/07/2012	RE	Paid	VOP01 0000014755 BRENNAN, MARY P 15232 MAPLEWILD AVE SW BURIEN WA 98166	Not applicable		169.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101117	602518,1947	Aug/01/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	149.00 USD
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078137	Sep/07/2012	RE	Paid	VOP01 0000014756 BURGOS, LAMAR 3709 WENONAH AVE. BERWYN IL 60402	Not applicable		166.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101116	604649	Jul/25/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	166.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078138	Sep/07/2012	RE	Paid	VOP01 0000014757 BUTE, JULIE 676 S. HILLSIDE AVE. ELMHURST IL 60126	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101115	2441	Aug/01/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078139	Sep/07/2012	RE	Paid	VOP01 0000010206 CALL ONE P.O. BOX 76112 CLEVELAND OH 44101-4755	Not applicable		13,585.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101320	0/15/12	Aug/15/2012	PHONE SERVICE 7/15/12-9/14/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	FINANCE - Purchasing	General Fund	Base Program	13,585.45 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078140	Sep/07/2012	RE	Paid	VOP01 0000003445 CANON BUSINESS SOLUTIONS, INC. 15004 COLLECTIONS CENTER DR. CHICAGO IL 60693	Not applicable		133.19 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101141	4007558947	Aug/01/2012	COLOR COPIER COSTS 7/1/12-7/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Machine Service	DPW - Capital Projects	Capital Improvement Fund	CIP Management	133.19 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078141	Sep/07/2012	RE	Paid	VOP01 0000002455 CAR-X AUTO SERVICE 700 MADISON ST. OAK PARK IL 60302	Not applicable		89.92 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101278	388124	Aug/08/2012	FRONT END ALIGNMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	44.96 USD
1	External Support	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	44.96 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078142	Sep/07/2012	RE	Paid	VOP01 0000003167 CARMACK, BRENDA L. 531 S. HARVEY AVE OAK PARK IL 60304	Not applicable		92.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101114	610614	Jul/25/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	92.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078143	Sep/07/2012	RE	Paid	VOP01 0000013926 CARQUEST AUTO PARTS P.O. BOX 503589 ST LOUIS MO 63150-3589	Not applicable		320.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101279	1735-234369	Aug/08/2012	RADIATOR CAP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	4.23	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	56.24	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	56.24	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	203.81	USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078144	Sep/07/2012	RE	Paid	VOP01 0000014758 CASEY, MARY G. 94 DOVER AVE. LAGRANGE IL 60525	Not applicable		40.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101113	1F016260	Aug/02/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	40.00	USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078145	Sep/07/2012	RE	Paid	VOP01 0000010007 CDC ENTERPRISES, INC. P.O. BOX 202 RINGWOOD IL 60072	Not applicable		3,680.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101308	201200152	Jul/01/2012	JULY 2012 INSTALLMENT FOR ANNUAL SERVICE CONTRACT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Water	Water Fund	Water Supply	920.00 USD
1	General Contractuals	DPW - Water	Water Fund	Water Supply	920.00 USD
1	General Contractuals	DPW - Water	Water Fund	Water Supply	920.00 USD
1	General Contractuals	DPW - Water	Water Fund	Water Supply	920.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078146	Sep/07/2012	RE	Paid	VOP01 0000001535 CDS OFFICE TECHNOLOGIES P.O. BOX 3566 SPRINGFIELD IL 62708-3566	Not applicable		393.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101157	INV0700860	Jul/13/2012	BLUETOOTH,CAR ADAPTER,USB CABLE,POCKETJET 6 DOC SET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FINANCE - Financial Services	Equipment Replacement F	Computer Equipment - Police	393.50 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078147	Sep/07/2012	RE	Paid	VOP01 0000014759 CERCONE, CHRISTINE 411 NORTH CATHERINE LAGRANGE PARK IL 60526	Not applicable		16.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101112	07/28/12	Jul/28/2012	REFUND AVENUE PARKING GARAGE SHORT CHANGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Garage Fees	Parking Services	Parking Fund	The Avenue Garage	16.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078148	Sep/07/2012	RE	Paid	VOP01 0000005908 CHICAGO INTERNATIONAL TRUCKS DEPT #10271 P.O. BOX 87618 CHICAGO IL 60680-0618	Not applicable		88.26 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101260	10091781	Aug/15/2012	TURBO FEED TUBE,O-RINGS,TURBO DRAIN PIPE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	88.26 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078149	Sep/07/2012	RE	Paid	VOP01 0000011878 COMED (6111) P.O. BOX 6111 CAROL STREAM IL 60197-6111	Not applicable		150.78 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101178	588913004, 19290530	Jul/31/2012	ELECTRIC 6/27/12-7/30/12. 1161 WESTGATE,732 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	Parking Services	Parking Fund	Lots_Off Street Parking	140.89 USD
1	Electricity	DPW - Street Lighting	General Fund	Street Lights Services	9.89 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078150	Sep/07/2012	RE	Paid	VOP01 0000008106 COMMUNITY SUPPORT SERVICES C/O KRISTINE PONTA 9021 OGDEN AVE. BROOKFIELD IL 60513	Not applicable		843.41 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101341	PROJECT B12-03, DR	Jul/31/2012	IDIS #632, JULY 2012 RESPITE SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Community Support Svcs 2012	843.41 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078151	Sep/07/2012	RE	Paid	VOP01 000001891 COOK COUNTY RECORDER OF DEEDS P.O. BOX 94450 CHICAGO IL 60690-4450	Not applicable		384.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101121	INV26910312009, INV	Jan/31/2010	SERVICES RENDERED	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	384.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078152	Sep/07/2012	RE	Paid	VOP01 0000011319 COOK COUNTY SHERIFF'S POLICE TRAINI TRITON COLLEG - ROBERT COLLINS BLDG, R 2000 NORTH 5TH RIVER GROVE IL 60171	Not applicable		5,775.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101131	1113	Apr/12/2012	TRAINING ACADEMY 4/2/12-6/8/12-GUERRERO,KANIECKI & SCHROCK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	POLICE	General Fund	Crossing Guards	5,775.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078153	Sep/07/2012	RE	Paid	VOP01 0000010182 CULLIGAN WATER P.O. BOX 364 UNION GROVE WI 53182-0364	Not applicable		120.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101177	606003 606004	Jul/21/2012	BOTTLED WATER,SERVICE FEE,CUPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Water Charges	Parking Services	Parking Fund	The Avenue Garage	38.91 USD
2	Water Charges	Parking Services	Parking Fund	Holley Ct Parking Garage	81.84 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078154	Sep/07/2012	RE	Paid	VOP01 0000009498 CURRIE MOTORS (CHEVROLET) 8401 W. ROOSEVELT RD. FOREST PARK IL 60130	Not applicable		259.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101267	38936	Aug/15/2012	DAYTIME RUNNING LAMP BULBS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	130.99 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	5.90 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	99.94 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	22.62 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078155	Sep/07/2012	RE	Paid	VOP01 0000014488 CURRY, CHERYL 800 N. EUCLID AVE. OAK PARK IL 60302	Not applicable		126.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101139	08/11/12	Aug/11/2012	CONTRACTUAL SERVICES - OP FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	126.25 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078156	Sep/07/2012	RE	Paid	VOP01 0000001457 DARLEY & CO, W. S. SLOT A-74 P.O. BOX 66973 CHICAGO IL 60666-0973	Not applicable		20,249.02 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101136	17031633	Jul/25/2012	JACKETS & PANTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	20,249.02 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078157	Sep/07/2012	RE	Paid	VOP01 0000014117 DATASOURCE, INC./GLOBAL PARTNERS, L 145 COVINGTON DR BLOOMINGDALE IL 60108	Not applicable		934.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101342	8372, 8350	Jul/17/2012	TONER & IMAGING DRUM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Toner Cartridges	POLICE	General Fund	Base Program	934.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078158	Sep/07/2012	RE	Paid	VOP01 0000001093 DEARBORN WHOLESALE GROCERS 2801 S. WESTERN CHICAGO IL 60608	Not applicable		473.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101133	93419 G	Jul/26/2012	PRISONER FOOD	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	POLICE	General Fund	Base Program	473.85 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078159	Sep/07/2012	RE	Paid	VOP01 0000001095 DELL MARKETING LP (USA) P.O. BOX 802816 C./O DELL USA L.P. CHICAGO IL 60680-2816	Not applicable		925.47 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101343	XFW85X2J8	Aug/06/2012	TONER CARTRIDGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Toner Cartridges	POLICE	General Fund	Base Program	793.00 USD
1	Toner Cartridges	FINANCE - Financial Services	General Fund	Accounting Services	132.47 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078160	Sep/07/2012	RE	Paid	VOP01 0000012999 DELTA DENTAL-RISK P.O. BOX 804067 CHICAGO IL 60680	Not applicable		27,032.18 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101161	473202, 473203	Sep/01/2012	GROUP#11005-000-00001-00000. PERIOD 9/1/12-9/30/12.PPO HIGH & LOW	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Dental Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	27,032.18 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078161	Sep/07/2012	RE	Paid	VOP01 0000001654 DIRECT PLOT INC. 830 NORTH BLVD . SUITE #1E OAK PARK IL 60301	Not applicable		1,080.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101144	18331,18355,18371	Aug/06/2012	PLAN REPRODUCTION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	DPW - Capital Projects	Capital Improvement Fund	CIP Management	1,080.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078162	Sep/07/2012	RE	Paid	VOP01 0000011589 DISPOSALL WASTE SERVICES, LLC. 5817 W. OGDEN AVE. CICERO IL 60804	Not applicable		5,082.80 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101228	42897	Jul/30/2012	REFUSE/RECYCLING PICK UP 7/23/12-7/29/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60 USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	8.60 USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	8.60 USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	8.60 USD
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	21.50 USD
1	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	21.50 USD
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,502.70 USD
4	General Contractuals	DPW - Street Services	General Fund	Pavement Management	2,502.70 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078163	Sep/07/2012	RE	Paid	VOP01 0000001104 DRESSEL'S ACE HARDWARE 1137 CHICAGO AVE OAK PARK IL 60302	Not applicable		842.71 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101216	230636	Jun/27/2012	MASKING TAPE,POLY BRUSH,BLACK ENAMEL & SPRAY PAINT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	Operational Supplies	DPW - Street Services	General Fund	Parking Lots Maint Program	58.31	USD
1	Sign Replacement	DPW - Street Services	General Fund	Pavement Management	95.68	USD
1	Sign Replacement	DPW - Street Services	General Fund	Pavement Management	44.42	USD
1	Operational Supplies	DPW - Street Services	General Fund	Parking Lots Maint Program	35.69	USD
1	Operational Supplies	DPW - Street Services	General Fund	Parking Lots Maint Program	36.84	USD
1	Sign Replacement	DPW - Street Services	General Fund	Pavement Management	57.39	USD
1	Operational Supplies	DPW - Street Services	General Fund	Pavement Management	41.89	USD
1	Operational Supplies	DPW - Street Lighting	General Fund	Julie Locates Sevices	19.97	USD
1	Operational Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	188.15	USD
1	Operational Supplies	POLICE	General Fund	Base Program	75.65	USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	57.56	USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	17.12	USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	67.20	USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	46.84	USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078164	Sep/07/2012	RE	Paid	VOP01 000006256 DUBIN, SUZANNE G. 544 BELLEFORTE AVE. OAK PARK IL 60302-1624	Not applicable		16.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101111	138804	Jul/31/2012	REFUND METER KEY DEPOSIT & BALANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Meter Key Revenue	Parking Services	Parking Fund	Parking Permit Office	1.00 USD
1	Parking Meter Key Deposit	Balance Sheet	Parking Fund	Balance Sheet	15.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078165	Sep/07/2012	RE	Paid	VOP01 0000001105 DUECO, INC. P. O. BOX 1170 MILWAUKEE WI 53201-1170	Not applicable		565.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101259	279084	Aug/03/2012	SERVICE CALL-REPLACED BOOM HOSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	565.10 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078166	Sep/07/2012	RE	Paid	VOP01 0000014760 DURBIN, SARAH 7019 REMINGTON CT. EDWARDVILLE IL 62025	Not applicable		78.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101110	174354	Jul/27/2012	REFUND METER KEY DEPOSIT & BALANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Meter Key Deposit	Balance Sheet	Parking Fund	Balance Sheet	15.00 USD
2	Meter Key Revenue	Parking Services	Parking Fund	Parking Permit Office	63.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078167	Sep/07/2012	RE	Paid	VOP01 0000002302 DYNAMEX, INC. 12837 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	Not applicable		54.39 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101142	1183259	Jul/31/2012	DELIVERY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	DPW - Capital Projects	Capital Improvement Fund	CIP Management	54.39 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078168	Sep/07/2012	RE	Paid	VOP01 0000001560 EAGLE ENGRAVING P.O. BOX 541 ST. CHARLES IL 60174-0541	Not applicable		677.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101137	2012-1714	Jul/25/2012	LOCKERS,NAME PLATES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	677.87 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078169	Sep/07/2012	RE	Paid	VOP01 0000014761 EDWARDS, JASMINE 703 N. TAYLOR #1 OAK PARK IL 60302	Not applicable		16.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101109	301931	Jul/18/2012	REFUND AVENUE PARKING GARAGE SHORT CHANGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Garage Fees	Parking Services	Parking Fund	The Avenue Garage	16.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078170	Sep/07/2012	RE	Paid	VOP01 0000014762 ENGELSMAN, ALISON 1030 RANDOLPH ST, #2N OAK PARK IL 60302	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101108	11973	Jul/24/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078171	Sep/07/2012	RE	Paid	VOP01 0000011732 EXCEL WINDOW TINTING INC. P.O. BOX 1925 OAK PARK IL 60304	Not applicable		1,820.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101242	03773 - REPLACEMEN	May/16/2012	SOUTHERN TRANSOM WINDOWS IN MANAGERS AREA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Maintenance	DPW - Building Maintenance	Capital Bldg Improvements	Base Program	1,820.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078172	Sep/07/2012	RE	Paid	VOP01 000001117 FEDERAL EXPRESS P.O. BOX 94515 PALATINE IL 60094-4515	Not applicable		66.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101266	7-971-35052	Aug/01/2012	SHIPPING CHARGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	DPW - Fleet Operations	General Fund	Base Program	66.16 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078173	Sep/07/2012	RE	Paid	VOP01 000001514 FIRE FIGHTERS LOCAL 95 C/O OPFD - M. HENKELMAN 123 MADISON ST. OAK PARK IL 60302	Not applicable		5,720.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101275	AUGUST 2012	Aug/31/2012	UNION DUES FOR LOCAL 95 FIREFIGHTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	5,720.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078174	Sep/07/2012	RE	Paid	VOP01 000009107 FLEET SAFETY SUPPLY P.O. BOX 649 NAPERVILLE IL 60566-0649	Not applicable		212.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101265	55904	Aug/07/2012	DEVICE MOUNT & ARMREST COMBO	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	212.17 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078175	Sep/07/2012	RE	Paid	VOP01 0000013395 FLEETPRIDE P.O. BOX 847118 DALLAS TX 75284-7118	Not applicable		54.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101264	49236582	Aug/07/2012	MODEL 10 CLEARANCE LIGHTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	54.16 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078176	Sep/07/2012	RE	Paid	VOP01 0000014763 FRAAS, MICHAEL 1818 WILSON AVE, #2 BELLINGHAM WA 98225	Not applicable		174.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101107	610329, 2258	Jul/30/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	154.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078177	Sep/07/2012	RE	Paid	VOP01 0000001513 FRATERNAL ORDER OF POLICE LODGE #8 C/O OPPD - M. RUIZ 123 MADISON ST. OAK PARK IL 60302	Not applicable		5,917.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101272	AUGUST 2012	Aug/31/2012	UNION DUES FOR POLICE & COMMANDERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	5,917.50 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078178	Sep/07/2012	RE	Paid	VOP01 0000001732 FREEWAY FORD STERLING TRUCK SALES I 8445 45TH STREET LYONS IL 60534	Not applicable		5.76 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101223	411136	Aug/09/2012	BOLTS W/WASHERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	5.76 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078179	Sep/07/2012	RE	Paid	VOP01 0000007208 FUELMAN P.O. BOX 105080 ATLANTA GA 30348-5080	Not applicable		357.74 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101301	NP35279217	Aug/06/2012	JULY 2012 FUEL PURCHASES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Fuel	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	357.74 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078180	Sep/07/2012	RE	Paid	VOP01 0000003361 G.A. PAVING CONSTRUCTION CO., INC. 344 TRINITY LANE OAK BROOK IL 60523	Not applicable		350.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00100824	8/15/12-9/15/12	Aug/15/2012	MONTHLY FEE FOR SALT STORAGE RENTAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	DPW - Administration	General Fund	Base Program	350.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078181	Sep/07/2012	RE	Paid	VOP01 0000001137 GABRIEL SALES COMPANY 52 E. NORTH AVE. NORTHLAKE IL 60164	Not applicable		245.54 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101213	359109	Aug/13/2012	SMALL CONVEX MIRRORS, TIRE INFLATOR GAUGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
5	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	35.37 USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	27.95 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	1.19 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	1.19 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	177.47 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	1.18 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	1.19 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078182	Sep/07/2012	RE	Paid	VOP01 0000002257 GALLS INCORPORATED 24296 NETWORK PLACE CHICAGO IL 60673-1224	Not applicable		556.65 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101188	512336115	Jul/30/2012	SUPER TOOL 300	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	77.24 USD
1	Clothing	POLICE	General Fund	Crossing Guards	35.97 USD
1	Clothing	POLICE	General Fund	Crossing Guards	298.46 USD
1	Clothing	POLICE	General Fund	Crossing Guards	144.98 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078183	Sep/07/2012	RE	Paid	VOP01 0000001604 GEIB INDUSTRIES 3220 N. MANNHEIM RD. FRANKLIN PARK IL 60131	Not applicable		90.53 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101300	411292-001	Jul/30/2012	HYDRAULIC HOSE ASY & FITTINGS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	90.53 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078184	Sep/07/2012	RE	Paid	VOP01 0000002374 GIAMMONA, JOE 1839 S. 4TH PLACE ST. CHARLES IL 60174	Not applicable		466.58 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101354	8/23/12	Aug/23/2012	CONTRACTUAL SERVICES 8/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	295.88 USD
1	External Support	Adjudication	General Fund	Base Program	170.70 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078185	Sep/07/2012	RE	Paid	VOP01 0000004386 GLOCK, INC. P.O. BOX 1254 SMYRNA GA 30081	Not applicable		465.40 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101191	704019	Jul/30/2012	GLOCK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	465.40 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078186	Sep/07/2012	RE	Paid	VOP01 0000014764 GODFREY, ALICE 623 N. EUCLID AVE. OAK PARK IL 60302	Not applicable		3.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101106	298214	Jul/23/2012	REFUND AVENUE PARKING GARAGE SHORT CHANGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	3.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078187	Sep/07/2012	RE	Paid	VOP01 0000001148 GOODYEAR TIRE DISTRIBUTION 200 THORNDALE AVE BENSENVILLE IL 60106	Not applicable		275.96 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101212	900167775	Aug/13/2012	TIRE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	137.98 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	137.98 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078188	Sep/07/2012	RE	Paid	VOP01 0000001152 GRAINGER DEPT . 801549411 PALATINE IL 60038-0001	Not applicable		206.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101252	9760752447	Feb/21/2012	WASHERS, ACORN NUTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	174.20 USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	31.80 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078189	Sep/07/2012	RE	Paid	VOP01 0000013168 GRANICUS P.O. BOX 49335 SAN JOSE CA 95161	Not applicable		840.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101151	38067	Aug/15/2012	MONTHLY MANAGED SERVICES FEE-VOP/TV ONLINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Communication	General Fund	Base Program	840.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078190	Sep/07/2012	RE	Paid	VOP01 0000001154 GREAT WEST ELECTRICAL SUPPLY 6227 W 26TH ST BERWYN IL 60402	Not applicable		31.47 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101307	29117	Aug/06/2012	NUTS,CLAMP,STRAP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Street Lighting	General Fund	Street Lights Services	31.47 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078191	Sep/07/2012	RE	Paid	VOP01 0000014765 GRISAFE, LISA 1421 MORGAN AVE. LAGRANGE PARK IL 60526	Not applicable		152.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101105	605067	Jul/23/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	152.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078192	Sep/07/2012	RE	Paid	VOP01 0000001039 HANEY,B & SONS INC 1200 N. LOMBARD RD. LOMBARD IL 60148-1201	Not applicable		6,644.85 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101209	36299, 36298, 36300	Aug/10/2012	PARKWAY TREE REMOVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Forestry	General Fund	Tree Care Services	6,644.85 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078193	Sep/07/2012	RE	Paid	VOP01 0000014766 HARTZ, RENEE S. 1032 BALDWIN LANE OAK PARK IL 60302	Not applicable		13.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101104	P10146700	Jul/19/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	13.25 USD



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PeopleSoft Accounts Payable
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078194	Sep/07/2012	RE	Paid	VOP01 0000002912 HEWLETT PACKARD CORPORATION 13207 COLLECTION CENTER DR. CHICAGO IL 60693	Not applicable		703.64 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101158	67370978	Aug/02/2012	HP VAX SOFTWARE SUPPORT 8/1/12-8/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Software License Updates	Information Technology	General Fund	Program Maintenance	703.64 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078195	Sep/07/2012	RE	Paid	VOP01 0000002019 HOWARD,PHYLISS	Not applicable		98.47 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101324	08/08/12	Aug/08/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Detectives	98.47 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078196	Sep/07/2012	RE	Paid	VOP01 0000009433 I-PAC 112 ALGONQUIN RD. C/O WILLIAM WALSH BARRINGTON HILLS IL 60010	Not applicable		125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101329	2012	May/01/2012	ANNUAL MEMBERSHIP DUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	POLICE	General Fund	Base Program	125.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078197	Sep/07/2012	RE	Paid	VOP01 0000001692 ILLINOIS F.O.P. 974 CLOCK TOWER RD. SPRINGFIELD IL 62704	Not applicable		258.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101274	AUGUST 2012	Aug/31/2012	UNION DUES FOR CSO'S	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	258.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078198	Sep/07/2012	RE	Paid	VOP01 0000009546 IMAGING OFFICE SYSTEMS P.O. BOX 80250 FT. WAYNE IN 46898-0250	Not applicable		338.73 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101322	SVC001912	Aug/13/2012	SEPARATION ROLLER,SERVICE LABOR,TRAVEL & SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	POLICE	General Fund	Base Program	338.73 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078199	Sep/07/2012	RE	Paid	VOP01 0000013152 INTEGRYS ENERGY SERVICES PO BOX 19046 GREEN BAY WI 54307-9046	Not applicable		5,439.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101175	20071618-1,20296068	Jul/05/2012	ELECTRIC 6/4/12-7/30/12@162 FOREST,720 NORTH BLVD,137 N SCOVILLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
3	Electricity	Parking Services	Parking Fund	Lake St & Forest Garage	1,361.78 USD
1	Electricity	Parking Services	Parking Fund	OPRF Garage	874.77 USD
2	Electricity	Parking Services	Parking Fund	The Avenue Garage	3,202.95 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078200	Sep/07/2012	RE	Paid	VOP01 0000007386 INTERNATIONAL CONF OF POLICE CHAPLAI P.O. BOX 5590 DESTIN FL 32540-5590	Not applicable		125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101129	36692	Jun/01/2012	ANNUAL MEMBERSHIP - JACQUES CONWAY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	POLICE	General Fund	Base Program	125.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078201	Sep/07/2012	RE	Paid	VOP01 0000002059 J.G. UNIFORMS 5949 W. IRVING PARK RD. CHICAGO IL 60634	Not applicable		395.89 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101196	27926	Jul/05/2012	WHITE SHIRTS, PATCHES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	93.43 USD
1	Clothing	POLICE	General Fund	Crossing Guards	46.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	143.40 USD
1	Clothing	POLICE	General Fund	Crossing Guards	80.36 USD
1	Clothing	POLICE	General Fund	Crossing Guards	32.70 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078202	Sep/07/2012	RE	Paid	VOP01 000003113 JCM UNIFORMS INC. 151 E. CASS ST. JOLIET IL 60432	Not applicable		115.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101195	668862	Aug/01/2012	SHOE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	79.95 USD
1	Clothing	POLICE	General Fund	Crossing Guards	35.95 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078203	Sep/07/2012	RE	Paid	VOP01 0000014767 JONES, BONNY 405 WESLEY AVE, #5 OAK PARK IL 60302	Not applicable		125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101103	610756	Jul/19/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	125.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078204	Sep/07/2012	RE	Paid	VOP01 0000013338 JONES, ERICKA 189 N. MARION ST, APT 2 OAK PARK IL 60301	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101102	10746	Aug/01/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078205	Sep/07/2012	RE	Paid	VOP01 0000001192 KARA CO., INC. 5255 DANSHER RD COUNTRYSIDE IL 60525	Not applicable		154.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101143	284512	Aug/13/2012	ENGINEERING FIELD SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Capital Projects	Capital Improvement Fund	CIP Management	154.60 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078206	Sep/07/2012	RE	Paid	VOP01 0000014768 KEYASHIAN, PEYMAN 125 N. EUCLID #307 OAK PARK IL 60301	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101101	1845	Jul/31/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078207	Sep/07/2012	RE	Paid	VOP01 0000014813 KUTZ, CATHERINE 1001 N. TAYLOR AVE. OAK PARK IL 60302-1459	Not applicable		72.23 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101180	0662000998-01	Aug/14/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@1001 N. TAYLOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	72.23 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078208	Sep/07/2012	RE	Paid	VOP01 000008759 LAKOTA GROUP INC. 212 W. KINZIE ST. 3RD FLR. CHICAGO IL 60610	Not applicable		2,310.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101364	12014-04	Aug/02/2012	JULY 2012 LAKE ST DESIGN OF UNIFIED STREETSCAPE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Plan Community Development	General Fund	Base Program	2,310.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078209	Sep/07/2012	RE	Paid	VOP01 0000010500 LEAD INSPECTORS USA INC. 281A UNIVERISTY LN.. ELK GROVE VILLAGE IL 60007	Not applicable		650.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101349	6043, 6042	Aug/15/2012	LEAD INSPECTIONS,SFR-050/810 LYMAN, SFR-051/828 S. MAPLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Lead Consulting Services	Housing Services	General Fund	Base Program	650.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078210	Sep/07/2012	RE	Paid	VOP01 0000008517 LECHNER & SONS UNIFORM RENTAL 420 KINGSTON CT. MT. PROSPECT IL 60056	Not applicable		92.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101171	1652217	Aug/07/2012	LAUNDRY SERVICES - PARKING GARAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078211	Sep/07/2012	RE	Paid	VOP01 000001622 LEPCZYNSKI,MICHAEL J.	Not applicable		242.88 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101362	08/13/2012	Aug/13/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	242.88 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078212	Sep/07/2012	RE	Paid	VOP01 0000014769 LEWIS, SUZANNE 150 S. OAK PARK AVE, #404 OAK PARK IL 60302	Not applicable		105.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101100	608009	Jul/31/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	105.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078213	Sep/07/2012	RE	Paid	VOP01 0000004459 LEYDEN LAWN SPRINKLER INC. P.O. BOX 5037 GLENDALE HTS IL 60139	Not applicable		840.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101145	OPE 2011-00013	Aug/08/2012	REFUND PARKWAY RESTORATION DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Reserve For Restoration Dep	Balance Sheet	General Fund	Balance Sheet	420.00 USD
1	Reserve For Restoration Dep	Balance Sheet	General Fund	Balance Sheet	420.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078214	Sep/07/2012	RE	Paid	VOP01 0000002298 LOCAL UNION #9 IBEW 4415 W. HARRISON SUITE #330 HILLSIDE IL 60162	Not applicable		261.66 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101273	AUGUST 2012	Aug/31/2012	UNION DUES FOR ELECTRICIANS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	261.66 USD



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PeopleSoft Accounts Payable
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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078215	Sep/07/2012	RE	Paid	VOP01 0000001505 LOCAL UNION NO. 705 1645 WEST JACKSON BLVD. CHICAGO IL 60612	Not applicable		439.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101276	AUGUST 2012	Aug/31/2012	UNION DUES FOR TEAMSTER'S	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Union Dues Payable	Balance Sheet	General Fund	Balance Sheet	439.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078216	Sep/07/2012	RE	Paid	VOP01 0000001209 LOGSDON OFFICE SUPPLY 1055 ARTHUR ELK GROVE VILLAGE IL 60007	Not applicable		975.48 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00100910	414693I	Aug/15/2012	Office supplies	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Office Supplies	FINANCE - Financial Services	General Fund	Base Program	3.75 USD
1	Office Supplies	POLICE	General Fund	Base Program	80.61 USD
1	Office Supplies	Board of Trustees	General Fund	Base Program	31.61 USD
1	Office Supplies	Board of Trustees	General Fund	Base Program	20.58 USD
1	Office Supplies	Board of Trustees	General Fund	Base Program	121.20 USD
2	Office Supplies	VMO - Village Management	General Fund	Base Program	32.78 USD
1	Office Supplies	Parking Services	Parking Fund	Base Program	274.78 USD
2	Office Supplies	VMO - Village Management	General Fund	Base Program	175.34 USD
1	Office Supplies	Plan Community Development	General Fund	Base Program	15.02 USD
1	Operational Supplies	HEALTH - Health Services	General Fund	Community Health	29.23 USD
1	Office Supplies	Adjudication	General Fund	Base Program	97.37 USD
1	Office Supplies	FINANCE - Financial Services	Water Fund	Utilities	93.21 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078217	Sep/07/2012	RE	Paid	VOP01 0000014770 LUEHRS, KATHLEEN 150 W. ST. CHARLES RD #529 LOMBARD IL 60148	Not applicable		149.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101099	603548	Aug/01/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	149.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078218	Sep/07/2012	RE	Paid	VOP01 0000009562 MARIS, LLC 4920 ATLANTA HWY #330 ALPHARETTA GA 30004	Not applicable		300.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101328	17992	Jun/14/2012	ONLINE SKILLS TESTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Training Services	HR - Human Resources	General Fund	Employment	300.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078219	Sep/07/2012	RE	Paid	VOP01 0000014812 MB FINANCIAL BANK NA ATTN: TONY VIRAMONTES 6111 N. RIVER RD, 4TH FL ROSEMONT IL 60018	Not applicable		70.05 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101148	0316000742-00	Aug/17/2012	REFUND CR BAL ON FINALIZED WATER ACCT@1043 S. SCOVILLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	70.05 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078220	Sep/07/2012	RE	Paid	VOP01 0000014771 MCCARTHY, MIKE 324 WASHINGTON BLVD, #3F OAK PARK IL 60302	Not applicable		134.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101098	610677	Jul/30/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	134.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078221	Sep/07/2012	RE	Paid	VOP01 0000013731 MCCLELLAND, SUSAN C/O OAK PARK LIBRARY 834 LAKE ST OAK PARK IL 60302	Not applicable		128.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101090	8/10/12, 8/20/12	Aug/31/2012	TRANSIT REIMBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Flexible Spending Transportati	Balance Sheet	Natl Trust Historic Pres Gt 0	Balance Sheet	128.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078222	Sep/07/2012	RE	Paid	VOP01 0000001611 MCCLOUD, W. B. & CO., INC. 2500 W. HIGGINS RD 850 NW CORP. CENTER HOFFMAN ESTATES IL 60195-5220	Not applicable		109.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101250	10557982	Aug/07/2012	PEST CONTROL@255 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	28.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	81.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078223	Sep/07/2012	RE	Paid	VOP01 0000002130 METRO GARAGE INC. 6201 W. 26TH STREET BERWYN IL 60402	Not applicable		162.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101291	23759	Jul/13/2012	SAFETY LANE INSPECTION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	25.00 USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	25.00 USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	37.00 USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	25.00 USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	25.00 USD
1	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	25.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078224	Sep/07/2012	RE	Paid	VOP01 0000010573 METRO TANK & PUMP COMPANY 1111 W. DUNDEE RD. WHEELING IL 60090-3936	Not applicable		1,260.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101238	10719	Jul/31/2012	LINE & LEAK DETECTOR SENSORS TESTING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	315.00 USD
3	External Support	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	315.00 USD
4	External Support	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	315.00 USD
2	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	315.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078225	Sep/07/2012	RE	Paid	VOP01 0000014113 MIDWAY BUILDING SERVICES 456 N. OAKLEY BLVD CHICAGO IL 60612	Not applicable		40,276.73 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101167	32304	Jul/01/2012	JUNE 2012 BUILDING MAINTENANCE-PARKING GARAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
4	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	5,700.70 USD
4	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	7,125.88 USD
4	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	5,700.70 USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	1,858.93 USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	1,858.93 USD
3	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	2,323.66 USD
2	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	3,222.14 USD
2	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	4,027.67 USD
2	General Contractuals	Parking Services	Parking Fund	The Avenue Garage	3,222.14 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	1,611.07 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	1,611.07 USD
1	General Contractuals	Parking Services	Parking Fund	OPRF Garage	2,013.84 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078226	Sep/07/2012	RE	Paid	VOP01 0000002474 MIDWEST REMANUFACTURING 5836 W. 66TH STREET BEDFORD PARK IL 60638	Not applicable		455.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101257	316002	Aug/15/2012	REBUILT POWER STEERING GEAR BOX	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	455.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078227	Sep/07/2012	RE	Paid	VOP01 0000001234 MILITARY AND POLICE SUPPLY,INC 7351 MADISON STREET FOREST PARK IL 60130-1543	Not applicable		404.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101201	427955	Jun/14/2012	BLACK BINOC'S	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Detectives	25.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	119.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	75.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	32.00 USD
1	Clothing	POLICE	General Fund	Detectives	30.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	123.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078228	Sep/07/2012	RE	Paid	VOP01 0000001243 MR MAT 10351 S MICHIGAN CHICAGO IL 60628	Not applicable		2,146.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101159	M269977,M270127,M2	Jun/30/2012	M270414,M270549,M269969,M269970,M270118,M270119,M270258,M270259,M270	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	286.50 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	226.80 USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	626.25 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	276.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Dole Center	295.20 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	435.60 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078229	Sep/07/2012	RE	Paid	VOP01 0000003778 MUNICIPAL FLEET MANAGERS ASSOCIATIO C/O JACK GREY 45W171 KELLEY RD HAMPSHIRE IL 60140-8320	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101085	10/09/12	Aug/27/2012	MFMA CHRYSTLER GROUP LLC PRESENTATION-FANTETTI & SARROS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Fleet Operations	General Fund	Base Program	50.00 USD



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078230	Sep/07/2012	RE	Paid	VOP01 0000006056 NAMI - METRO SUBURBAN INC. C/O J.F. HEUMANN P.O. BOX 977 OAK PARK IL 60303	Not applicable		661.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101336	PROJECT B12-05, DR	Jun/30/2012	IDIS#634, DROP IN FACILITATOR WAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	NAMI 2012	330.75 USD
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	NAMI 2012	330.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078231	Sep/07/2012	RE	Paid	VOP01 0000001519 NCPERS - IL IMRF - 3117 C/O HEALTHSMART BENEFIT SOLUTIONS, I P.O. BOX 845117 DALLAS TX 75284-5117	Not applicable		416.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101271	SEPTEMBER 2012	Aug/31/2012	GROUP LIFE INSURANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Employee Health Ins Payable	Balance Sheet	General Fund	Balance Sheet	416.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078232	Sep/07/2012	RE	Paid	VOP01 0000014816 NEWMAN, JASON C/O DIANA NEWMAN 29 W. OAKLEY DR S. 105 B#3 WESTMONT IL 60559	Not applicable		1,097.56 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101318	24670	Aug/23/2012	ADJUSTMENT FOR HEALTH OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Health Ins Premium EE/ER	HR - Health Insurance	Health Insurance Fund	Base Program	1,097.56 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078233	Sep/07/2012	RE	Paid	VOP01 0000001256 NICOR (P.O. BOX 0632) P.O. BOX 0632 AURORA IL 60507-0632	Not applicable		84.42 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101166	67-90-13-5311 9	Aug/02/2012	NATURAL GAS DELIVERY 7/3/12-8/2/12. 1114 HOLLEY CT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Natural Gas	Parking Services	Parking Fund	Holley Ct Parking Garage	84.42 USD



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078234	Sep/07/2012	RE	Paid	VOP01 0000001977 O'HERRON,RAY CO. INC. 523 E. ROOSEVELT RD. LOMBARD IL 60148	Not applicable		1,106.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101181	0056875-IN	Jul/19/2012	LT BLUE SHIRT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	113.85 USD
1	Clothing	POLICE	General Fund	Detectives	40.95 USD
1	Clothing	POLICE	General Fund	Crossing Guards	251.60 USD
1	Clothing	POLICE	General Fund	Crossing Guards	438.60 USD
1	Clothing	POLICE	General Fund	Crossing Guards	40.95 USD
1	Clothing	POLICE	General Fund	Crossing Guards	220.80 USD



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078235	Sep/07/2012	RE	Paid	VOP01 0000013821 O'REILLY AUTO PARTS P.O. BOX 9464 SPRINGFIELD MO 65801-9464	Not applicable		199.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101255	3366-342137	Aug/15/2012	BULBS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	7.13	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	41.63	USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	7.12	USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	12.99	USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	25.98	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	90.00	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	7.12	USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	7.13	USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078236	Sep/07/2012	RE	Paid	VOP01 0000001647 OAK PARK ELEMENTARY SCHOOL DISTRI 970 MADISON ST. OAK PARK IL 60302	Not applicable		37.54 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101352	3067	Aug/20/2012	VOP POLICE HEARING KEY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
1	External Support	Adjudication	General Fund	Base Program	24.61	USD
1	Printing	HEALTH - Farmer's Market	Farmers Market Com	Base Program	12.93	USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078237	Sep/07/2012	RE	Paid	VOP01 000001275 OAK PARK REGIONAL HOUSING CTR 1041 SOUTH BOULEVARD C/O ROB BREYMAIER OAK PARK IL 60302	Not applicable		26,911.80 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101334	PROJECT B12-07, DR	Aug/02/2012	IDIS #636 CDGB PUBLIC SERVICE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	OP Regnl Hsing Ctr Pub Svc 12	16,272.63 USD
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	OP Reg Housing Ctr Admin 2012	10,639.17 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078238	Sep/07/2012	RE	Paid	VOP01 0000012547 OAKLAKE PARK ASSOCIATES MCCOLLOM REALTY LTD P.O. BOX 27 WESTERN SPRINGS IL 60558	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101134	7296	Aug/01/2012	AUGUST 2012 RENT@1010 LAKE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	POLICE	General Fund	Detectives	10.00 USD
1	General Contractuals	POLICE	General Fund	Detectives	10.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078239	Sep/07/2012	RE	Paid	VOP01 0000014818 OPRF FOOD PANTRY 848 LAKE ST OAK PARK IL 60301	Not applicable		5,233.11 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101332	PROJECT B12-09, DR	Jun/29/2012	JAN-MARCH 2012 EMERGENCY HUNGER RELIEF	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	OPRF Food Pantry 2012	5,233.11 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078240	Sep/07/2012	RE	Paid	VOP01 0000014815 PARADISE4PAWS 5262 S. KOLMAR AVE. CHICAGO IL 60632	Not applicable		84.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101319	3591	Jul/29/2012	THREE NIGHT DELUXE DOG SUITE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	POLICE - Grants	Edward Byrne Memorial 2	2009 JAG Stimulus	84.60 USD



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078241	Sep/07/2012	RE	Paid	VOP01 0000001291 PARENTHESIS 405 S. EUCLID AVE C/O KATHY KERN OAK PARK IL 60302	Not applicable		5,033.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101338	PROJECT B12-10, DR	Aug/15/2012	IDIS #639, JAN-JULY 2012 MOTHERING ON OUR OWN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	Parenthesis MotherOnOurOwn2012	5,033.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078242	Sep/07/2012	RE	Paid	VOP01 0000002684 PATTEN INDUSTRIES INC. 635 W. LAKE ST. ELMHURST IL 60126	Not applicable		1,014.07 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101303	87735005	Jul/11/2012	CONCRETE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Roadway Maintenance	DPW - Street Services	General Fund	Pavement Management	1,005.95 USD
1	Postage	DPW - Fleet Operations	General Fund	Base Program	8.12 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078243	Sep/07/2012	RE	Paid	VOP01 0000003384 PCC COMMUNITY WELLNESS CENTER 14 W. LAKE ST. OAK PARK IL 60302	Not applicable		1,258.66 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101160	422	Aug/07/2012	AUGUST 2012 MEDICAL CONSULTATION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Grant Contractuals	HEALTH - Health Grants	Public Health Emrg. Prep 2	Base Program	843.30 USD
1	Grant Contractuals	HEALTH - Health Grants	City Readiness 2012	Base Program	415.36 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078244	Sep/07/2012	RE	Paid	VOP01 0000011368 PENA - DAVIS, JANET 921 N. OAK PARK AVE. OAK PARK IL 60302	Not applicable		40.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101097	8862, 8863	Jul/20/2012	REFUND KEYCARD DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	40.00 USD



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078245	Sep/07/2012	RE	Paid	VOP01 000006034 PIEMONTE, AL FORD. 2500 NORTH AVE. MELROSE PARK IL 60160-1130	Not applicable		181.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101236	538299	Aug/13/2012	TURBO HOSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	134.69	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	32.57	USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	13.91	USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078246	Sep/07/2012	RE	Paid	VOP01 0000014772 PINTO-TAYLOR, EMILY 811 S. LYTLLE ST, #313 CHICAGO IL 60607	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101096	2221	Jul/31/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	USD
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00	USD



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078247	Sep/07/2012	RE	Paid	VOP01 000005001 POLFUS, EDWARD 521 BEACH AVE. LAGRANGE PARK IL 60526	Not applicable		170.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101367	08/14/12	Aug/14/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	170.70 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078248	Sep/07/2012	RE	Paid	VOP01 0000014814 POLIKAITIS, MARIUS 6228 WILLOWHILL RD, UNIT C WILLOWBROOK IL 60527	Not applicable		450.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101210	001	Aug/06/2012	ALUMINUM CAN RECYCLING JINGLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Solid Waste	Keep Oak Park Beautiful	Keep VOP Beautiful Program	450.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078249	Sep/07/2012	RE	Paid	VOP01 0000010362 POSTMASTER 901 LAKE ST. OAK PARK IL 60301	Not applicable		3,300.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101150	08/17/12	Aug/17/2012	MAIL PERMIT #26. POSTAGE FOR OP/FYI NEWSLETTER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	Communication	General Fund	Base Program	3,300.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078250	Sep/07/2012	RE	Paid	VOP01 0000001791 PRAXAIR DISTRIBUTION INC-962 DEPT CH 10660 PALATINE IL 60055-0660	Not applicable		1.15 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101286	43637081	Jul/27/2012	FINANCE CHARGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	0.28 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	0.29 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	0.29 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	0.29 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078251	Sep/07/2012	RE	Paid	VOP01 0000014773 PRITCHARD, MICHAEL 230 S. MAPLE AVE, #A2 OAK PARK IL 60302	Not applicable		105.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101095	608103	Jul/20/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	105.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078252	Sep/07/2012	RE	Paid	VOP01 0000014774 PULIAEJ, ROMAN 10434 WHITE OAK LN, APT #3D MUNSTER IN 46321	Not applicable		344.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101094	602933,602485,9077,	Jul/31/2012	REFUND PARKING PERMITS & TRANSPONDER DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	304.00 USD
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	40.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078253	Sep/07/2012	RE	Paid	VOP01 0000013357 QUARTERMASTER 17600 FABRICA WAY CERRITOS CA 90703	Not applicable		44.98 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101186	P672505300018	Jul/12/2012	GLOVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	44.98 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078254	Sep/07/2012	RE	Paid	VOP01 0000006208 RED HAWK DEPT. CH 14249 FORMERLY INITIAL ELECTRONICS PALATINE IL 60055-4249	Not applicable		118.77 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101165	22010 RI	Jul/24/2012	REPAIR TO DOOR INTERCOM@HOLLEY CT PKG GARAGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	118.77 USD



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078255	Sep/07/2012	RE	Paid	VOP01 0000012780 REDMOND, DARLENE 2801 S. KING DR. #1104 CHICAGO IL 60616	Not applicable		2,362.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101355	8/13/12, 8/14/12	Aug/13/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	1,143.75 USD
1	External Support	Adjudication	General Fund	Base Program	1,218.75 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078256	Sep/07/2012	RE	Paid	VOP01 0000004466 RELIABLE FIRE EQUIPMENT CO. 12845 S. CICERO AVE ALSIP IL 60803	Not applicable		809.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101253	591421	Aug/07/2012	VEHICLE BRACKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	85.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Public Works Center	605.25 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	119.00 USD



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078257	Sep/07/2012	RE	Paid	VOP01 0000001314 RELIASTAR LIFE INSURANCE 3702 PAYSPHERE CIRCLE CHICAGO IL 60674-0037	Not applicable		1,240.28 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101289	11A0559631	Jul/13/2012	ING EMPLOYEE BENEFITS MONTHLY. PERIOD 9/1/12-9/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Life Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	620.14 USD
1	Life Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	620.14 USD



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078258	Sep/07/2012	RE	Paid	VOP01 0000001315 RESERVE ACCOUNT P.O. BOX 223648 PITTSBURGH PA 15250-2648	Not applicable		6,029.94 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101269	AUGUST 2012	Sep/04/2012	ACCT#38402533 POSTAGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount	
31	Boards Commissions Support	CLERK - Boards and Commissions	General Fund	Historic Preservation Commiss	31.90	USD
19	Postage	HEALTH - Farmer's Market	Farmers Market Com	Base Program	0.65	USD
28	Postage	Fire Pension	Fire Pension Fund	Base Program	1.80	USD
1	Postage	VMO - Village Management	General Fund	Base Program	6.59	USD
2	Postage	Community Relations	General Fund	Base Program	4.05	USD
22	Postage	Parking Services	Parking Fund	Base Program	56.70	USD
3	Postage	Information Technology	General Fund	Base Program	1.35	USD
5	Postage	LEGAL - Law	General Fund	Base Program	8.25	USD
6	Postage	HR - Human Resources	General Fund	Base Program	89.00	USD
7	Postage	CLERK - Village Clerk	General Fund	Base Program	99.90	USD
8	Postage	Plan Community Development	General Fund	Base Program	62.45	USD
9	Postage	CD Grant Admin	General Fund	Base Program	8.55	USD
10	Postage	Housing Services	General Fund	Base Program	483.60	USD
11	Postage	Building Property Standards	General Fund	Base Program	108.00	USD
4	Postage	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	24.39	USD
12	Postage	FINANCE - Financial Services	General Fund	Base Program	9.65	USD
13	Postage	POLICE	General Fund	Base Program	149.93	USD
14	Postage	FIRE - Admin	General Fund	Base Program	1,126.18	USD
15	Postage	HEALTH - Health Services	General Fund	Base Program	143.75	USD
16	Postage	DPW - Engineering	General Fund	Base Program	160.95	USD
17	Postage	DPW - Forestry	General Fund	Base Program	24.80	USD
18	Postage	DPW - Fleet Operations	General Fund	Base Program	7.16	USD
23	Postage	Special Activities	General Fund	Base Program	9.45	USD



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24	Boards Commissions Support	VMO - Village Management	General Fund	Base Program	753.34	USD
26	Postage	Adjudication	General Fund	Base Program	2,151.90	USD
30	Postage	Business Services	General Fund	Base Program	2.75	USD
27	Postage	FINANCE - Financial Services	General Fund	Accounting Services	227.25	USD
29	Postage	HEALTH - Health Services	General Fund	Animal Control	3.60	USD
25	Postage	Police Pension	Police Pension Fund	Base Program	9.20	USD
20	Postage	FINANCE - Financial Services	Sewer Fund	Base Program	233.10	USD
21	Postage	DPW - Sewer	Sewer Fund	Base Program	29.75	USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078259	Sep/07/2012	RE	Paid	VOP01 0000002741 REYNOLDS, LADON C/O POLICE 123 MADISON ST OAK PARK IL 60302	Not applicable		154.02 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101314	08/17/2012	Aug/17/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Detectives	154.02 USD



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078260	Sep/07/2012	RE	Paid	VOP01 0000008988 RICOH AMERICAS CORPORATION P.O. BOX 4245 CAROL STREAM IL 60197-4245	Not applicable		350.84 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101193	510984028	May/14/2012	REFILL STAPLE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	POLICE	General Fund	Base Program	86.17 USD
1	Office Machine Service	DPW - Fleet Operations	General Fund	Base Program	264.67 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078261	Sep/07/2012	RE	Paid	VOP01 0000001185 RIZZA, JOE. FORD 2100 S HARLEM AVE NORTH RIVERSIDE IL 60546	Not applicable		594.13 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101208	445431	Aug/13/2012	LIGHT CONTROL MODULE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	341.38 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	2.75 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	250.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078262	Sep/07/2012	RE	Paid	VOP01 0000013844 ROSENBAUER AERIALS LLC 870 S. BROAD ST. FREEMONT NE 68025	Not applicable		61.66 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101207	0000041351	Aug/07/2012	ROLL UP DOOR SPRINGS & BUMPERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	61.66 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078263	Sep/07/2012	RE	Paid	VOP01 0000002109 ROTARY CLUB OF OAK PARK-RIVER FORE C/O JERRY SJOSTROM 1022 CLINTON AVE. OAK PARK IL 60303-0654	Not applicable		1,050.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101346	9/16/12-10/15/13	Aug/23/2012	ANNUAL MEMBERSHIP - LORETTA DALY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	Business Services	General Fund	Base Program	1,050.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078264	Sep/07/2012	RE	Paid	VOP01 000001322 RYDIN DECAL P.O. BOX 92170 ELK GROVE VILLAGE IL 60009	Not applicable		435.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101164	276051	Jul/31/2012	2012-2013 OPRF HS PARKING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	Parking Services	Parking Fund	OPRF Garage	435.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078265	Sep/07/2012	RE	Paid	VOP01 0000011814 SANTANNA ENERGY SERVICES P.O BOX 200024 HOUSTON TX 77216	Not applicable		407.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101219	INV001852994	Aug/01/2012	GAS SERVICE 7/1/12-7/31/12@127 LAKE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Natural Gas	DPW - Water	Water Fund	Water Supply	407.90 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078266	Sep/07/2012	RE	Paid	VOP01 0000002909 SARGE'S RANGE SERVICE INC. 1109 ROSE AVE DES PLAINES IL 60016	Not applicable		550.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101317	SRS-44	Aug/16/2012	LEAD & BULLET REMOVAL FROM FIRING RANGE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Crossing Guards	550.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078267	Sep/07/2012	RE	Paid	VOP01 0000014819 SCHULER, YASMEEN 726 N. RIDGELAND AVE. OAK PARK IL 60302	Not applicable		180.55 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101376	0456000746-01	Sep/06/2012	REFUND DUPLICATE PAYMENT OF WATER BILL@726 N. RIDGELAND	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	180.55 USD



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PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078268	Sep/07/2012	RE	Paid	VOP01 0000011184 SEAT, KEITH C/O PARKING 123 MADISON ST OAK PARK IL 60302	Not applicable		222.25 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101089	AUGUST 2012	Aug/31/2012	TRANSIT REIMBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Flexible Spending Transportati	Balance Sheet	General Fund	Balance Sheet	222.25 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078269	Sep/07/2012	RE	Paid	VOP01 0000001804 SECRETARY OF STATE-DEPT OF POLICE CONFIDENTIAL SERVICES DEPT. 110 E. ADAMS ST. SPRINGFIELD IL 62701-1109	Not applicable		194.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101084	08/27/12 - UNIT 237	Aug/27/2012	TITLE & PLATES - VIN#2C3DXAG5CH316293	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	194.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078270	Sep/07/2012	RE	Paid	VOP01 0000001338 SELECT STAFFING TEMPS DEPT 4682 CAROL STREAM IL 60122-4682	Not applicable		132.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101371	57469	Aug/03/2012	TEMPORARY SERVICES WEEK ENDING 8/5/12. GRIFFIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	132.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078271	Sep/07/2012	RE	Paid	VOP01 0000014775 SETH, VIJAY 1117 LAKE ST OAK PARK IL 60301	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101093	10190	Aug/01/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078272	Sep/07/2012	RE	Paid	VOP01 0000014776 SHELBANY, AMIR 1033 ONTARIO ST. OAK PARK IL 60302	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101092	5089	Jul/30/2012	REFUND KEYCARD DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078273	Sep/07/2012	RE	Paid	VOP01 0000001345 SIKICH LLP 1415 W. DIEHL RD, SUITE 400 NAPERVILLE IL 60563-2349	Not applicable		4,750.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00100911	147820	Aug/16/2012	audit services rendered through 7/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Audit Service Fees	FINANCE - Financial Services	General Fund	Base Program	4,750.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078274	Sep/07/2012	RE	Paid	VOP01 0000001444 SILVA,DANIEL M. C/O POLICE 123 MADISON ST OAK PARK IL 60302	Not applicable		174.92 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101363	08/13/2012	Aug/13/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Detectives	174.92 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078275	Sep/07/2012	RE	Paid	VOP01 0000001632 SILVA,DON C/O POLICE 123 MADISON ST OAK PARK IL 60302	Not applicable		57.99 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101323	07/23/12	Jul/23/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	57.99 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078276	Sep/07/2012	RE	Paid	VOP01 0000014733 SLAVIN MANAGEMENT CONSULTANTS 3040 HOLCOMB BRIDGE RD, SUITE A1 NORCROSS GA 30071-1357	Not applicable		5,875.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101162	SMC0815.062	Aug/15/2012	PROFESSIONAL SERVICES FEE-EXECUTIVE SEARCH FOR VM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HR - Human Resources	General Fund	Employment	5,875.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078277	Sep/07/2012	RE	Paid	VOP01 0000009363 STACK, JOHN 2906 LINCOLN EVANSTON IL 60201	Not applicable		562.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101369	08/16/12	Aug/16/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	562.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078278	Sep/07/2012	RE	Paid	VOP01 0000011843 STATE FARM MUTUAL AUTOMOBILE INS. C	Not applicable		8,261.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101330	12/9/10	Dec/09/2010	803 S. LOMBARD. DORSEY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	8,261.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078279	Sep/07/2012	RE	Paid	VOP01 0000010085 STATE FIRE MARSHAL CASHIER, ELEVATORS P.O. BOX 3332 SPRINGFIELD IL 62708-3332	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101309	9480254	Aug/06/2012	BOILER CERTIFICATION@212 AUGUSTA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Fire Department	100.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078280	Sep/07/2012	RE	Paid	VOP01 0000009629 STREICHER'S P.O. BOX 41398 MINNEAPOLIS MN 55441-0398	Not applicable		2,384.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101187	1944541	Jul/24/2012	CARGO PANTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Crossing Guards	117.00 USD
1	Clothing	POLICE	General Fund	Crossing Guards	2,267.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078281	Sep/07/2012	RE	Paid	VOP01 0000014777 TISAK, EMILY 816 OHIO VIEW AVE. AMBRIDGE PA 15003	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101091	1443	Jul/20/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078282	Sep/07/2012	RE	Paid	VOP01 0000006400 TOTAL PARKING SOLUTIONS 2721 CURTISS ST. DOWNERS GROVE IL 60515	Not applicable		4,720.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101163	101812, 101821	Aug/20/2012	RECEIPT PAPER,FULL PARTS & LABOR CONTRACT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	4,720.35 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078283	Sep/07/2012	RE	Paid	VOP01 0000001034 TRUCK PRO, INC. P.O. BOX 905044 CHARLOTTE NC 28290-5044	Not applicable		185.23 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101232	080-0633726	Aug/08/2012	OIL FILTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	8.86 USD
2	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	13.32 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	8.85 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	8.86 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	13.32 USD
3	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	13.33 USD
1	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	96.52 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	8.85 USD
4	Vehicle Equipment Parts	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	13.32 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078284	Sep/07/2012	RE	Paid	VOP01 0000014463 UNIVERSITY OF ILLINOIS GENERAL A/R P.O. BOX 19448 SPRINGFIELD IL 62794-9448	Not applicable		150.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101357	201201235	Jun/09/2012	ACCT#00872109.FIRE & ARSON IVNESTIGATION-CRIMMINS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	150.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078285	Sep/07/2012	RE	Paid	VOP01 0000003490 URS CORPORATION P.O. BOX 116183 ATLANTA GA 30368-6183	Not applicable		8,857.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101373	5176958-URS05	Jun/20/2012	PRELIMINARY ENGINEERING OR I-290 CAP	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Engineering	VMO - Village Management	FAI 290 CAP Grant	Base Program	8,857.87 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078286	Sep/07/2012	RE	Paid	VOP01 0000011846 VASSOLO, ELIZABETH 534 WILSON AVE. GLEN ELLYN IL 60137	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101153	12	Jul/14/2012	VOP-TV TALENT, BASTILLE DAY VIDEO	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Communication	General Fund	Media Development	50.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078287	Sep/07/2012	RE	Paid	VOP01 0000001661 VERIFICATIONS P.O. BOX 1150 MI 60 MINNEAPOLIS MN 55486-1150	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101327	672146	Jul/31/2012	APPLICANT VERIFICATIONS & STATEWIDE CRIMINAL FEES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Background Check	HR - Human Resources	General Fund	Employment	50.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078288	Sep/07/2012	RE	Paid	VOP01 0000014778 WARNER, PEARL 2820 DARTMOUTH OLYMPIA FILEDS IL 60461	Not applicable		12.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101088	283590	May/15/2012	REFUND AVENUE GARAGE FEES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Garage Fees	Parking Services	Parking Fund	The Avenue Garage	12.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078289	Sep/07/2012	RE	Paid	VOP01 0000011464 WARREN OIL CO, INC. P.O. BOX 40 SUMMIT IL 60501	Not applicable		24,327.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101231	10735301	Aug/07/2012	FUEL PURCHASES 8/3/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Fuel	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	144.10 USD
3	Fuel	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	2,142.59 USD
4	Fuel	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	5,374.91 USD
2	Fuel	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	16,666.10 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078290	Sep/07/2012	RE	Paid	VOP01 0000001618 WASHINGTON,CARRIE BELLE P.O. BOX 35 TINLEY PARK IL 60477	Not applicable		562.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101370	08/15/12	Aug/15/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	562.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078291	Sep/07/2012	RE	Paid	VOP01 0000001412 WEDNESDAY JOURNAL, INC 141 S. OAK PARK AVE. OAK PARK IL 60302	Not applicable		1,736.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101230	08/01/12	Aug/01/2012	REFUSE/RECYCLING PICK UP 7/30/12-8/5/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Legal Advertisements	DPW - Administration	General Fund	Base Program	168.00 USD
1	Legal Advertisements	CD Grant Admin	Community Dev Block Gr	Base Program	210.00 USD
1	Legal Advertisements	Building Property Standards	General Fund	Zoning Board	182.00 USD
1	Legal Advertisements	CLERK - Boards and Commissions	General Fund	Community Design/Planning Comm	700.00 USD
1	Legal Advertisements	CLERK - Boards and Commissions	General Fund	Community Design/Planning Comm	476.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078292	Sep/07/2012	RE	Paid	VOP01 0000001416 WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM IL 60197-6292	Not applicable		44.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101135	825309682, 60806564	Jul/04/2012	CD ROM IL CRIMINAL & MOTOR VEHICLE LAW	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	44.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078293	Sep/07/2012	RE	Paid	VOP01 0000004332 WEST SUBURBAN MAJOR CRIMES TASK F 517 DESPLAINES AVE ATTN:DORA MURPH FOREST PARK IL 60130	Not applicable		1,250.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101128	7/1/12-6/30/13	Jul/16/2012	WESTAF MEMBERSHIP DUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	POLICE - Admin	General Fund	Base Program	1,250.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078294	Sep/07/2012	RE	Paid	VOP01 0000001418 WEST SUBURBAN P.A.D.S. C/O LYNDA SCHUELER, P.O. BOX 797 OAK PARK IL 60303	Not applicable		3,191.54 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101333	PROJECT B12-22, DR	Aug/07/2012	IDIS#649, JULY 2012 SHELTER STAFF	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	WS PADS Emerg Shelter 2012	816.54 USD
1	Operating Subsidies	CD Grant Admin	Community Dev Block Gr	WS PADS Trans Housing 2012	2,375.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078295	Sep/07/2012	RE	Paid	VOP01 0000014109 WILKS, GARDI 137 N. OAK PARK AVE. OAK PARK IL 60301	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101087	2143	Aug/06/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078296	Sep/07/2012	RE	Paid	VOP01 000002708 WORLDPOINT ECC, INC. 6388 EAGLE WAY CHICAGO IL 60678-1638	Not applicable		1,254.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101138	5276646	Jul/25/2012	BOOKS FOR CPR CLASSES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Books & Subscriptions	FIRE - Training and Public Ed.	General Fund	Base Program	1,254.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078297	Sep/07/2012	RE	Paid	VOP01 000008839 WURTH USA INC. P.O. BOX 415889 BOSTA MA 02241-5889	Not applicable		287.62 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101282	94263697	Jul/26/2012	GLOVES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	116.17 USD
1	Operational Supplies	DPW - Fleet Operations	General Fund	Base Program	137.53 USD
2	Lubricants	DPW - Fleet Operations	General Fund	Fire Vehicle Maint Services	8.48 USD
4	Lubricants	DPW - Fleet Operations	General Fund	Pub Wks Vehicle Maint Servc	8.48 USD
5	Lubricants	DPW - Fleet Operations	General Fund	Other Vehicle Maint Services	8.48 USD
3	Lubricants	DPW - Fleet Operations	General Fund	Police Vehicle Maint Services	8.48 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 782
Pay Cycle Run Date: Sep/06/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078298	Sep/07/2012	RE	Paid	VOP01 0000014780 WYMAN, DAVID M. 7419 WASHINGTON ST. FOREST PARK IL 60130	Not applicable		5.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101086	99591	Jul/14/2012	REFUND PARKING GARAGE FEES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	5.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078299	Sep/07/2012	RE	Paid	VOP01 0000004741 ZOLL DATA SYSTEMS 11802 RIDGE PARKWAY, SUITE 400 BROOMFIELD CO 80021	Not applicable		1,920.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101126	9003723	Jul/02/2012	RESCUENET MAINTENANCE 8/1/12-7/31/13(NEW SYSTEM ONLY)	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	FIRE - EMS	General Fund	Base Program	1,920.00 USD

Total Requirements for Bank Account	FB_OP VOP 154508888927	380,145.19	USD
Total Requirements for Currency	USD	380,145.19	USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078307	Sep/14/2012	RE	Paid	VOP01 0000013628 A & B LANDSCAPING & TREE SERVICE INC P.O. BOX 344 RIVERSIDE IL 60546	Not applicable		14,755.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101424	2012-228	Aug/17/2012	STUMP REMOVAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Forestry	General Fund	Tree Care Services	3,064.50 USD
1	External Support	DPW - Forestry	General Fund	Tree Care Services	11,690.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078308	Sep/14/2012	RE	Paid	VOP01 0000008105 A C PAVEMENT STRIPING COMPANY 695 CHURCH RD ELGIN IL 60123	Not applicable		1,448.34 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101413	0997000370-03	Aug/24/2012	REFUND BALANCE OF HYDRANT METER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Water Meter Deposits Payable	Balance Sheet	Water Fund	Balance Sheet	1,448.34 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078309	Sep/14/2012	RE	Paid	VOP01 0000003530 AIRGAS NORTH CENTRAL P.O. BOX 802588 CHICAGO IL 60680-2588	Not applicable		89.94 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101554	9903637263	Jul/31/2012	MEDICAL LARGE, NITROUS OXIDE ABCDE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - EMS	General Fund	Base Program	89.94 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078310	Sep/14/2012	RE	Paid	VOP01 0000007088 ALTAMANU, INC. 1700 W. IRVING PARK RD. SUITE #202 CHICAGO IL 60613	Not applicable		10,184.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101450	PROJECT 10020, INV	May/17/2012	MADISON ST DESIGN SCENARIOS 2/27/12-4/13/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Plan Community Development	Downtown TIF Fund	Base Program	10,184.20 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078311	Sep/14/2012	RE	Paid	VOP01 000009698 AMERICAN CUSTOM SILKSCREENING & EMB 23 W. CONTI PKWY. ELMWOOD PARK IL 60707	Not applicable		130.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101553	10525	Aug/01/2012	JACKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	130.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078312	Sep/14/2012	RE	Paid	VOP01 0000013975 ANCHOR MECHANICAL INC 215 S. ABERDEEN CHICAGO IL 60607	Not applicable		5,248.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101429	2012-0327-1	May/01/2012	LABOR & MATERIAL-INSPECTION ON CHILLER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	2,400.00 USD
2	Building Materials	DPW - Building Maintenance	General Fund	Village Hall	448.00 USD
1	General Contractuals	DPW - Building Maintenance	General Fund	Village Hall	2,400.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078313	Sep/14/2012	RE	Paid	VOP01 000001022 ANDERSON ELEVATOR CO 2801 S. 19TH AVE BROADVIEW IL 60155	Not applicable		192.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101536	125586	Aug/16/2012	REPAIR TO POWER OUTAGE@LAKE & FOREST	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	192.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078314	Sep/14/2012	RE	Paid	VOP01 000002112 ANDERSON PEST SOLUTIONS P.O. BOX 600670 JACKSONVILLE FL 32260-0670	Not applicable		1,497.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101377	2223381	Aug/01/2012	AUGUST 2012 MONTHLY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Grant Contractuals	HEALTH - Health Grants	Local Health Protection 20	Base Program	1,497.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078315	Sep/14/2012	RE	Paid	VOP01 0000012936 ANDY FRAIN SERVICES 761 SHORELINE DR. AURORA IL 60504	Not applicable		2,860.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101503	163060	Jul/31/2012	CROSSING GUARDS - JULY 4TH & FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	POLICE	General Fund	Support Services	2,860.20 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078316	Sep/14/2012	RE	Paid	VOP01 0000003503 AQUA FIORI INC. 1215 N. 25TH AVE. MELROSE PARK IL 60160	Not applicable		1,111.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101422	17459, 17486	Aug/08/2012	SPRINKLER REPAIRS@28 IOWA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	1,111.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078317	Sep/14/2012	RE	Paid	VOP01 0000014805 BACANI, ELISABETH C/O Health Department OAK PARK IL 60302	Not applicable		142.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101412	8/15/12-8/17/12	Aug/17/2012	TRAVEL REIMBURSEMENT TO NATIONAL CONFERENCE ON TABACCO/HEA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Travel & Mileage Reimbursen	HEALTH - Health Grants	IL Tobacco Free Comm. 201	Base Program	142.32 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078318	Sep/14/2012	RE	Paid	VOP01 0000014869 BAILEY, MARGARET 642 LAFAYETTE CT SARASOTA FL 34236	Not applicable		147.72 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101514	0242000631-15	Aug/28/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@325 FOREST-COACHOUS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	147.72 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078319	Sep/14/2012	RE	Paid	VOP01 0000014837 BARRY, SHIRLEE 151 N. KENILWORTH AVE #6B OAK PARK IL 60301	Not applicable		65.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101453	603949	Aug/14/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	65.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078320	Sep/14/2012	RE	Paid	VOP01 0000010503 BEL TECHNOLOGY SOLUTIONS, LLC P.O. BOX 2233 CHICAGO IL 60690	Not applicable		4,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101512	120613VOP	Jun/11/2012	EXTERNAL SUPPORT SERVICES-2012 OP YOUTH SKILLS INITIATIVE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Community Relations	General Fund	Community Monitoring	4,000.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078321	Sep/14/2012	RE	Paid	VOP01 0000002785 BONACCORSI, JAMES & KELLY 1032 SUPERIOR OAK PARK IL 60302	Not applicable		60.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101454	1D050898, 1K056563	Aug/13/2012	REFUND PARKING CITATION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	60.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078322	Sep/14/2012	RE	Paid	VOP01 0000014838 BOOTS, ASHLEY 431 S. EUCLID AVE, #6A OAK PARK IL 60302	Not applicable		122.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101455	602816	Aug/06/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	122.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078323	Sep/14/2012	RE	Paid	VOP01 0000014872 BREAKTHROUGH TECHNOLOGIES, LLC 1840 OAK AVE, SUITE 400 EVANSTON IL 60201	Not applicable		20,720.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101525	1630	Aug/24/2012	REDESIGN OF VILLAGE WEB SITE-1ST PAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Communication	General Fund	Base Program	20,720.10 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078324	Sep/14/2012	RE	Paid	VOP01 0000014825 BROWN, DAMON 1014 N. LOMBARD AVE. OAK PARK IL 60302	Not applicable		2,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101394	SBPBG-047	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	2,500.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078325	Sep/14/2012	RE	Paid	VOP01 0000014870 BRUNNER, HORST & BICK 948 LINDEN AVE. OAK PARK IL 60302-1349	Not applicable		5.53 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101513	0248000558-00	Aug/28/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@948 LINDEN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	5.53 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078326	Sep/14/2012	RE	Paid	VOP01 0000014272 CARROLL, DEBORAH 1177 S. ELMWOOD AVE. OAK PARK IL 60304	Not applicable		202.04 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101387	01/01/12	Jan/01/2012	INCIDENT@ELMWOOD & FILLMORE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Liability Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	202.04 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078327	Sep/14/2012	RE	Paid	VOP01 0000001059 CASE LOTS INC. 7911 W. OGDEN LYONS IL 60534	Not applicable		638.45 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101441	042030	Aug/02/2012	TOILET PAPER, CAN LINERS, MULTI FOLD TOWELS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Cleaning Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	638.45 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078328	Sep/14/2012	RE	Paid	VOP01 0000001940 CAT SCRATCH GRAPHIC DESIGN 812 S. LOMBARD AVE C/O JANICE SNYDE OAK PARK IL 60304	Not applicable		1,050.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101527	082812-04	Aug/28/2012	SEPT 2012 GRAPHIC DESIGN/ONLINE UPDATE OF OP/FYI, HEARING KEYS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Communication	General Fund	Base Program	1,050.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078329	Sep/14/2012	RE	Paid	VOP01 0000012278 CHEN, ZHIHUI 7710 DIVISION ST. RIVER FOREST IL 60305	Not applicable		368.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101456	587477	Aug/03/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	368.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078330	Sep/14/2012	RE	Paid	VOP01 0000011331 CHICAGO SCAFFOLDING 4824 W. LAKE ST. CHICAGO IL 60644	Not applicable		245.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101542	R0006106	Aug/10/2012	CANOPY@6641 NORTH AVE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Emergency Services (bps)	Building Property Standards	General Fund	Property Standards	245.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078331	Sep/14/2012	RE	Paid	VOP01 0000001181 CHILDREN'S CLINIC 320 LAKE ST. C/O ELIZABETH LIPPETT OAK PARK IL 60303	Not applicable		180.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101404	APRIL & MAY 2012	Aug/20/2012	MONTHLY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Grant Contractuals	HEALTH - Health Grants	Dental Sealants - 2011	Base Program	180.60 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078332	Sep/14/2012	RE	Paid	VOP01 0000014839 CICORA, MELISSA 619 WASHINGTON BLVD #3W OAK PARK IL 60302	Not applicable		196.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101457	611773, 611775	Aug/07/2012	REFUND PARKING PERMITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	196.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078333	Sep/14/2012	RE	Paid	VOP01 0000014342 CLIENTFIRST CONSULTING GROUP, LLC 1181 CALIFORNIA AVE, SUITE 101A CORONA CA 92881	Not applicable		2,475.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101464	2604	Feb/29/2012	CASHIERING SOFTWARE SELECTION SITE VISIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	FINANCE - Financial Services	General Fund	Base Program	2,475.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078334	Sep/14/2012	RE	Paid	VOP01 0000001715 COMCAST CABLE P.O. BOX 3002 SOUTHEASTERN PA 19398-3001	Not applicable		321.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101414	8771 20 119 0144513	Aug/28/2012	HI SPEED INTERNET 09/03/12-10/02/12.123 MADISON	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Telecommunication Charges	Information Technology	General Fund	Base Program	126.90 USD
1	Cable Television	FIRE - Foreign Fire Insurance	Foreign Fire Insurance Fun	Base Program	194.85 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078335	Sep/14/2012	RE	Paid	VOP01 0000011878 COMED (6111) P.O. BOX 6111 CAROL STREAM IL 60197-6111	Not applicable		859.30 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101442	5805671000	Aug/07/2012	ELECTRIC SERVICE 6/4/12-8/1/12@1155 HOLLEY CT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Electricity	Parking Services	Parking Fund	Holley Ct Parking Garage	859.30 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078336	Sep/14/2012	RE	Paid	VOP01 0000001891 COOK COUNTY RECORDER OF DEEDS P.O. BOX 94450 CHICAGO IL 60690-4450	Not applicable		339.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101416	INV269073112	Jul/31/2012	RECORDED MORTGAGES & RELEASE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Housing Services	General Fund	Base Program	339.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078337	Sep/14/2012	RE	Paid	VOP01 0000008961 COYNE, PATRICK 276 S. CENTER ST. BENSENVILLE IL 60106	Not applicable		100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101452	9595	Aug/14/2012	ADJUSTMENT FOR HEALTH OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Health Ins Premium EE/ER	HR - Health Insurance	Health Insurance Fund	Base Program	100.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078338	Sep/14/2012	RE	Paid	VOP01 0000009741 CROWN TROPHY 3065 WOLF RD WESTCHESTER IL 60154	Not applicable		128.87 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101405	16834	Aug/03/2012	RETIREMENT PLAQUES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Employees Awards Recognition	VMO - Village Management	General Fund	Base Program	128.87 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078339	Sep/14/2012	RE	Paid	VOP01 0000010182 CULLIGAN WATER P.O. BOX 364 UNION GROVE WI 53182-0364	Not applicable		208.61 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101535	607158, 607159	Aug/18/2012	BOTTLED WATER,CUPS, SERVICE FEE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Water Charges	Parking Services	Parking Fund	Holley Ct Parking Garage	145.74 USD
1	Water Charges	Parking Services	Parking Fund	The Avenue Garage	62.87 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078340	Sep/14/2012	RE	Paid	VOP01 0000014840 CURTO, RICHARD 1112 LAKE ST, 3RD FL OAK PARK IL 60301	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101458	12010	Aug/08/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078341	Sep/14/2012	RE	Paid	VOP01 0000014082 DETROIT INDUSTRIAL TOOL P.O. BOX 7916 VAN NUYS CA 91409-7916	Not applicable		264.67 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101548	466594	Jul/31/2012	RESCUE BLADE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	264.67 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078342	Sep/14/2012	RE	Paid	VOP01 0000001654 DIRECT PLOT INC. 830 NORTH BLVD . SUITE #1E OAK PARK IL 60301	Not applicable		1,325.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101419	17749	Jun/30/2011	PLAN COPIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	DPW - Capital Projects	Capital Improvement Fund	CIP Management	1,325.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078343	Sep/14/2012	RE	Paid	VOP01 000001104 DRESSEL'S ACE HARDWARE 1137 CHICAGO AVE OAK PARK IL 60302	Not applicable		199.31 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101433	232963	Aug/14/2012	BRASS BUSHING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Water	Water Fund	Water Service Calls	5.58 USD
1	Operational Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	125.74 USD
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	67.99 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078344	Sep/14/2012	RE	Paid	VOP01 0000014841 DTG OPERATIONS, INC 5330 E. 31ST ST TULSA OK 74135	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101459	P10152075	Aug/16/2012	REFUND PARKING CITATION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	50.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078345	Sep/14/2012	RE	Paid	VOP01 0000002302 DYNAMEX, INC. 12837 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	Not applicable		18.84 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101420	1190604	Aug/12/2012	DELIVERY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Postage	DPW - Capital Projects	Capital Improvement Fund	CIP Management	18.84 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078346	Sep/14/2012	RE	Paid	VOP01 0000012916 ELGIN SWEEPING SERVICES, INC. 1015 W. PERSHING CHICAGO IL 60609	Not applicable		10,816.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101427	2799A	Jul/31/2012	JULY 2012 STREET SWEEPING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Street Services	General Fund	Pavement Management	10,816.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078347	Sep/14/2012	RE	Paid	VOP01 0000014842 ELLENWOOD, JESSICA 624 BELLEFORTE AVE OAK PARK IL 60302	Not applicable		128.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101460	603572, 10560	Aug/02/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	108.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078348	Sep/14/2012	RE	Paid	VOP01 0000002663 FFF ENTERPRISES DEPT. 70150 LOS ANGELES CA 90084-0150	Not applicable		5,480.71 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101382	005911369, 00902409	Aug/06/2012	FLUZONE INFLUENZA VIRUS VACCINE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	HEALTH - Health Services	General Fund	Community Health	5,480.71 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078349	Sep/14/2012	RE	Paid	VOP01 0000014843 FITZGERALD, NORA 946 N. GROVE AVE. OAK PARK IL 60302	Not applicable		144.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101461	601928, 10530	Aug/03/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	124.00 USD
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078350	Sep/14/2012	RE	Paid	VOP01 0000014820 FLORES, JOSE & ELSIE 1132 N. EDMER AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101388	SBPGP-038	Aug/03/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078351	Sep/14/2012	RE	Paid	VOP01 0000003361 G.A. PAVING CONSTRUCTION CO., INC. 344 TRINITY LANE OAK BROOK IL 60523	Not applicable		114,017.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101418	PROJECT 12-7, ESTIM	Aug/23/2012	PAVEMENT PATCHING 6/28/12-8/23/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Local Street Construction	DPW - Capital Projects	Capital Improvement Fund	Local Streets	114,017.70 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078352	Sep/14/2012	RE	Paid	VOP01 0000011721 GENEVA LAKES PRODUCE 1223 CLAUSEN RD. BURLINGTON WI 53105	Not applicable		235.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101496	08/18/12	Aug/18/2012	CORN ROASTER RENTAL & TANK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	HEALTH - Farmer's Market	Farmers Market Com	Base Program	235.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078353	Sep/14/2012	RE	Paid	VOP01 0000002374 GIAMMONA, JOE 1839 S. 4TH PLACE ST. CHARLES IL 60174	Not applicable		170.70 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101491	08/30/12	Aug/30/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	170.70 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078354	Sep/14/2012	RE	Paid	VOP01 0000014833 GIMMEES.COM 223 MYSTIC DR EGG HARBOR TOWNSHIP NJ 08234	Not applicable		1,458.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101403	76272	Aug/16/2012	FLYSWATTERS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	HEALTH - Health Grants	West Nile CC 2012	Base Program	1,458.60 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078355	Sep/14/2012	RE	Paid	VOP01 000001152 GRAINGER DEPT . 801549411 PALATINE IL 60038-0001	Not applicable		783.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101552	9890766232	Aug/01/2012	TARPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	576.00 USD
1	Operational Supplies	DPW - Water	Water Fund	Water Service Calls	207.52 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078356	Sep/14/2012	RE	Paid	VOP01 0000014844 GUPTA, ASHIMA 206 N. TAYLOR AVE. OAK PARK IL 60320	Not applicable		104.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101462	603102	Aug/13/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	104.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078357	Sep/14/2012	RE	Paid	VOP01 0000014845 GUREVICH, ART 1306 BROOK LANE GLENVIEW IL 60025	Not applicable		195.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101463	605825	Aug/03/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	195.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078358	Sep/14/2012	RE	Paid	VOP01 0000001039 HANEY,B & SONS INC 1200 N. LOMBARD RD. LOMBARD IL 60148-1201	Not applicable		4,152.75 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101426	36358,36359, 36360	Aug/16/2012	PARKWAY TREE REMOVALS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Forestry	General Fund	Tree Care Services	4,152.75 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078359	Sep/14/2012	RE	Paid	VOP01 0000014846 HARRIS, ELLA 1334 N. MAYFIELD CHICAGO IL 60651	Not applicable		10.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101465	1D062623	Aug/06/2012	REFUND PARKING CITATION	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	10.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078360	Sep/14/2012	RE	Paid	VOP01 0000014847 HARRIS, MAZIE 420 LAKE ST, #K3 OAK PARK IL 60302	Not applicable		125.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101466	610808	Aug/13/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	125.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078361	Sep/14/2012	RE	Paid	VOP01 0000014821 HILL, MILDRED 1221 N HUMPHREY AVE OAK PARK IL 60302	Not applicable		2,915.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101389	SBPGP-027	Aug/03/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	2,915.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078362	Sep/14/2012	RE	Paid	VOP01 0000014831 HIMMELFARB, SUSAN 711 SUPERIOR OAK PARK IL 60302-2116	Not applicable		89.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101385	0672000063-00	Aug/27/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@711 SUPERIOR	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	89.16 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078363	Sep/14/2012	RE	Paid	VOP01 0000005318 HUNTLEY, JOHN & DIANE 1135 N. WOODBINE AVE OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101396	SBPGP-041	Aug/17/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078364	Sep/14/2012	RE	Paid	VOP01 0000002598 IAAI 2111 BALDWIN AVE, SUITE 203 CROFTON MD 21114	Not applicable		360.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101520	39630	Aug/22/2012	REGISTRATION FEE,NFPA 921 & NFPA 1033-BURGESS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	120.00 USD
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	120.00 USD
1	Conferences Training	FIRE - Prev. and Investigation	General Fund	Base Program	120.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078365	Sep/14/2012	RE	Paid	VOP01 0000013152 INTEGRYS ENERGY SERVICES PO BOX 19046 GREEN BAY WI 54307-9046	Not applicable		16,504.43 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101443	20441004-1, 2038767	Aug/10/2012	ELECTRIC SERVICE 5/30/12-8/2/12@1150 HOLLEY CT,162 FOREST	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Electricity	Parking Services	Parking Fund	Holley Ct Parking Garage	7,613.15 USD
1	Electricity	Parking Services	Parking Fund	Holley Ct Parking Garage	7,144.94 USD
1	Electricity	Parking Services	Parking Fund	Lake St & Forest Garage	1,380.06 USD
2	Electricity	Parking Services	Parking Fund	The Avenue Garage	366.28 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078366	Sep/14/2012	RE	Paid	VOP01 0000007385 IRMA FOUR WESTBROOK CORP. CENTER S -940 WESTCHESTER IL 60154	Not applicable		1,025.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101510	IVC0008393	Jun/30/2012	STATE & FEDERAL REGULATORY REVIEW	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Special Events	VMO - Village Management	General Fund	Base Program	1,025.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078367	Sep/14/2012	RE	Paid	VOP01 0000014835 J. P. COOKE CO. 1311 HOWARD ST OMAHA NE 68102-2820	Not applicable		661.01 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101444	190894	Aug/02/2012	PARKING PERMITS STAMPS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	Parking Services	Parking Fund	Base Program	661.01 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078368	Sep/14/2012	RE	Paid	VOP01 0000010339 JACKSON, CHRIS & SCHELL, ANGELA 1216 N LOMBARD AVE OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101390	SBPGP-002	Aug/02/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078369	Sep/14/2012	RE	Paid	VOP01 0000014848 JOFFREY, MIR JAFER ALI 252 HOME AVE. OAK PARK IL 60302	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101467	1P041003	Aug/10/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078370	Sep/14/2012	RE	Paid	VOP01 0000012693 JOHNSON, LISA-MARIE 3409 HICKORY LANE HAZEL CREST IL 60429	Not applicable		4,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101511	05/29/12-8/17/12	May/29/2012	EXTERNAL SUPPORT SERVICES-1012 OP YOUTH SKILLS INITIATIVE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Community Relations	General Fund	Community Monitoring	4,000.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078371	Sep/14/2012	RE	Paid	VOP01 0000003638 KALUZIAK, SOPHIE 1044 S. GUNDERSON AVE. OAK PARK IL 60304	Not applicable		45.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101468	YT218	May/30/2012	REFUND VEHICLE LICENSE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Vehicle Tax	Parking Services	General Fund	Vehicle Licenses	45.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078372	Sep/14/2012	RE	Paid	VOP01 0000001192 KARA CO., INC. 5255 DANSHER RD COUNTRYSIDE IL 60525	Not applicable		27.64 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101438	284511	Aug/13/2012	SHORT TAPE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Street Services	General Fund	Pavement Management	27.64 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078373	Sep/14/2012	RE	Paid	VOP01 0000002266 KIEFT BROTHERS INC. DEPT. CH 17487 PALATINE IL 60055	Not applicable		911.57 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101434	188328	Aug/03/2012	LID STORM, ADJUSTING RING,HIGH RISER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Sewer	Sewer Fund	Sewer Collection	498.90 USD
1	Operational Supplies	DPW - Sewer	Sewer Fund	Sewer Collection	412.67 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078374	Sep/14/2012	RE	Paid	VOP01 0000006920 KOTKOVICH, PAUL 152 LEMOYNE PKWY. OAK PARK IL 60302	Not applicable		465.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101383	08/24/2012	Aug/24/2012	REIMBURSEMENT FOR REPAIRS TO PARKWAY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Water	Water Fund	Water Distribution	465.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078375	Sep/14/2012	RE	Paid	VOP01 0000014849 LANGEFELD, KIRK 319 N. MARION ST. OAK PARK IL 60302	Not applicable		147.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101469	610863,20244	Aug/10/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	127.00 USD
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078376	Sep/14/2012	RE	Paid	VOP01 0000014850 LEAVY, NANCY 155 N. RIDGELAND AVE. OAK PARK IL 60302	Not applicable		15.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101470	175131	Aug/13/2012	REFUND METER KEY DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Meter Key Deposit	Balance Sheet	Parking Fund	Balance Sheet	15.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078377	Sep/14/2012	RE	Paid	VOP01 000008517 LECHNER & SONS UNIFORM RENTAL 420 KINGSTON CT. MT. PROSPECT IL 60056	Not applicable		46.10 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101531	1657449	Aug/21/2012	LAUNDRY SERVICE - PARKING GARAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
1	Laundry Service	Parking Services	Parking Fund	OPRF Garage	1.72 USD
3	Laundry Service	Parking Services	Parking Fund	Lake St & Forest Garage	1.95 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
4	Laundry Service	Parking Services	Parking Fund	On Street Parking	10.04 USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
2	Laundry Service	Parking Services	Parking Fund	The Avenue Garage	3.32 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD
5	Laundry Service	Parking Services	Parking Fund	Holley Ct Parking Garage	6.02 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078378	Sep/14/2012	RE	Paid	VOP01 0000014851 LINER, MARKUS 408 N. TAYLOR AVE, #3B OAK PARK IL 60302	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101471	608586	Aug/06/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	99.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078379	Sep/14/2012	RE	Paid	VOP01 0000014852 LOCAL UNION #134 I.B.E.W. 600 W. WASHINGTON BLVD. CHICAGO IL 60601	Not applicable		60.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101472	10343,10342,10359	Aug/06/2012	REFUND TRANSPONDER DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	60.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078380	Sep/14/2012	RE	Paid	VOP01 000001209 LOGSDON OFFICE SUPPLY 1055 ARTHUR ELK GROVE VILLAGE IL 60007	Not applicable		1,105.37 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101402	413636I	Aug/03/2012	OFFICE SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Office Supplies	CLERK - Village Clerk	General Fund	Base Program	353.48 USD
1	Office Supplies	Parking Services	Parking Fund	Base Program	38.90 USD
1	Office Supplies	Building Property Standards	General Fund	Building Inspection Services	202.99 USD
1	Office Supplies	FINANCE - Financial Services	General Fund	Base Program	510.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078381	Sep/14/2012	RE	Paid	VOP01 0000014853 LOPEZ, CHERISE 232 N. OAK PARK AVE. OAK PARK IL 60302	Not applicable		58.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101473	610787, 2468	Aug/06/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	38.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078382	Sep/14/2012	RE	Paid	VOP01 0000014854 LOPEZ, JESSICA 219 N. OAK PARK AVE, APT 1E OAK PARK IL 60302	Not applicable		66.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101474	605893,605894,2452	Aug/06/2012	REFUND PARKING PERMITS & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	46.00 USD
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078383	Sep/14/2012	RE	Paid	VOP01 0000014856 LUSION, KEVIN & GALVIN TERRY 1117 LAKE ST OAK PARK IL 60301	Not applicable		174.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101476	602361, 11944, 11743	Jul/30/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	40.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	134.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078384	Sep/14/2012	RE	Paid	VOP01 0000014855 MACFADYEN, EDWARD 626 S. EAST AVE. OAK PARK IL 60304	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101475	1K041760	Aug/17/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	20.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078385	Sep/14/2012	RE	Paid	VOP01 0000014857 MAGNUS, BRADLEY 222 N. OAK PARK AVE, #2R OAK PARK IL 60302	Not applicable		52.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101477	605312, 2489	Aug/06/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	32.00 USD



Pay Cycle: OAKPK
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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078386	Sep/14/2012	RE	Paid	VOP01 0000009961 MAINTENANCE ENGINEERING LTD. P.O. BOX 2123 FARGO ND 58107-2123	Not applicable		7,328.79 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101446	2870163-01	Aug/10/2012	OPERATIONAL SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	7,328.79 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078387	Sep/14/2012	RE	Paid	VOP01 0000014828 MARTIN, DAVID & LENZI-MARTIN, ANNETTE 701 HAYES AVE. OAK PARK IL 60304	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101398	SBPGP-026	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078388	Sep/14/2012	RE	Paid	VOP01 0000014830 MCSHEEHY, JAMES 823 S. KENILWORTH AVE. OAK PARK IL 60304-1133	Not applicable		17.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101386	0108000134-03	Aug/22/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@823 S. KENILWORTH	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	17.90 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078389	Sep/14/2012	RE	Paid	VOP01 0000009958 MES - ILLINOIS DEPOSITORY ACCT 75 REMITTANCE DR. STE. #3135 CHICAGO IL 60675	Not applicable		432.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101549	00332585_SNV, 0033	Aug/13/2012	CM#00029679_SCN. CREW SHIRTS,STATION PANTS,TACTICAL TRAINER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	FIRE - Operations	General Fund	Base Program	117.01 USD
1	Clothing	FIRE - Operations	General Fund	Base Program	315.16 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078390	Sep/14/2012	RE	Paid	VOP01 0000014858 MILLER, MARK 101 N. EUCLID AVE, #5 OAK PARK IL 60301	Not applicable		104.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101478	610279, 10976	Aug/09/2012	REFUND PARKING PERMIT & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	84.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078391	Sep/14/2012	RE	Paid	VOP01 0000002146 MINUTEMAN PRESS 6949 W. NORTH AVE OAK PARK IL 60302	Not applicable		147.60 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101526	16618	Aug/21/2012	BUSINESS CARDS - ROLLENS, JULIANO, KINDRED	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Communication	General Fund	Base Program	65.08 USD
2	Printing	DPW - Engineering	General Fund	Base Program	41.26 USD
3	Printing	DPW - Fleet Operations	General Fund	Base Program	41.26 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078392	Sep/14/2012	RE	Paid	VOP01 0000014823 MODER, CHRISTIAN 1043 N. LOMBARD AVE. OAK PARK IL 60302	Not applicable		2,610.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101392	SBPGP-065	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	2,610.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078393	Sep/14/2012	RE	Paid	VOP01 0000001243 MR MAT 10351 S MICHIGAN CHICAGO IL 60628	Not applicable		730.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101447	M270688,M270689,M2	Jul/31/2012	M270825,M270967M270968,M271103,M271104. MATS FOR PARKING GARAGES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	55.80 USD
1	General Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	173.40 USD
2	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	501.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078394	Sep/14/2012	RE	Paid	VOP01 0000011930 MUTUAL OF OMAHA PAYMENT PROCESSING CENTER P.O. BOX 2147 OMAHA NE 68103-2147	Not applicable		7,083.20 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101451	000256639156	Sep/01/2012	BILLING COVERAGE PERIOD 9/1/12-9/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Life Insurance Expense	HR - Health Insurance	Health Insurance Fund	Base Program	7,083.20 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078395	Sep/14/2012	RE	Paid	VOP01 0000011460 NATIONAL ASSOCIATION OF ADA COORDI P.O. BOX 958 RANCHO MIRAGE CA 92270	Not applicable		175.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101541	07/25/2012	Jul/25/2012	MEMBERSHIP RENEWAL - STEPHEN WITT #3210	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	Building Property Standards	General Fund	Building Inspection Services	175.00 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078396	Sep/14/2012	RE	Paid	VOP01 0000003026 NATIONAL SAFETY COUNCIL P.O. BOX 558 ITASCA IL 60143-0558	Not applicable		395.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101437	752531	Jul/30/2012	ANNUAL MEMBERSHIP RENEWAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	DPW - Administration	General Fund	Safety Program	395.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078397	Sep/14/2012	RE	Paid	VOP01 0000011879 NAVMAN WIRELESS NA LP DEPT CH 19371 PALATINE IL 60055-9371	Not applicable		120.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101439	90163276	Aug/15/2012	AIRTIME SERVICE 8/15/12-9/14/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	DPW - Sewer	Sewer Fund	Sewer Collection	120.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078398	Sep/14/2012	RE	Paid	VOP01 000001781 NFPA P.O. BOX 9689 MANCHESTER NH 03108-9689	Not applicable		165.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101547	07/31/12	Jul/31/2012	MEMBERSHIP RENEWAL - STEPHEN WITT - #2590272	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	Building Property Standards	General Fund	Building Inspection Services	165.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078399	Sep/14/2012	RE	Paid	VOP01 0000014859 NYSTROM, JON 907 PLEASANT ST, #2E OAK PARK IL 60302	Not applicable		138.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101479	610893	Aug/13/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	138.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078400	Sep/14/2012	RE	Paid	VOP01 0000001977 O'HERRON,RAY CO. INC. 523 E. ROOSEVELT RD. LOMBARD IL 60148	Not applicable		7,997.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101501	0057708-IN	Aug/08/2012	PANTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Base Program	69.95 USD
1	Clothing	POLICE	General Fund	Base Program	207.95 USD
1	Clothing	POLICE	General Fund	Base Program	222.80 USD
1	Ammunition and Guns	POLICE - RICO Funding	Federal RICO Forfeiture Fu	Base Program	7,045.00 USD
1	Clothing	POLICE	General Fund	Field Services	61.90 USD
1	Clothing	POLICE	General Fund	Field Services	254.80 USD
1	Clothing	POLICE	General Fund	Support Services	134.95 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078401	Sep/14/2012	RE	Paid	VOP01 0000001647 OAK PARK ELEMENTARY SCHOOL DISTRI 970 MADISON ST. OAK PARK IL 60302	Not applicable		42.98 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101528	3066	Aug/15/2012	SHOP HERE FLYER	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Communication	General Fund	Base Program	42.98 USD



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Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078402	Sep/14/2012	RE	Paid	VOP01 000001275 OAK PARK REGIONAL HOUSING CTR 1041 SOUTH BOULEVARD C/O ROB BREYMAIER OAK PARK IL 60302	Not applicable		15,208.34 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101400	MFHIP-2012.07	Aug/14/2012	JULY 2012 MULTI FAMILY INCENTIVE PROGRAM REIMBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operating Subsidies	Housing Services	General Fund	Oak Park Housing Center	15,208.34 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078403	Sep/14/2012	RE	Paid	VOP01 0000014490 OWENS, JOHN 708 CLARENCE AVE. OAK PARK IL 60304	Not applicable		240.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101406	08/18/12	Aug/18/2012	CONTRACTUAL SERVICES - FARMERS MARKET	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	105.00 USD
1	External Support	HEALTH - Farmer's Market	Farmers Market Com	Base Program	135.00 USD



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Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078404	Sep/14/2012	RE	Paid	VOP01 0000013642 PACER SERVICE CENTER P.O. BOX 71364 PHILADELPHIA PA 19176-1364	Not applicable		17.76 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101494	VO0316-Q22012	Aug/08/2012	USAGE 4/1/12-6/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	17.76 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078405	Sep/14/2012	RE	Paid	VOP01 0000014860 PALM, SUZANNE 5733 N. SHERIDAN AVE. CHICAGO IL 60660	Not applicable		20.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101480	10318	Aug/10/2012	REFUND TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD



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Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 15450888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078406	Sep/14/2012	RE	Paid	VOP01 0000014734 PAULSON'S PAINT FOREST PARK P-REX, INC. 7400 W. MADISON ST. FOREST PARK IL 60130	Not applicable		88.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101551	64417, 64589	Aug/09/2012	PAINT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	FIRE - Operations	General Fund	Base Program	88.44 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078407	Sep/14/2012	RE	Paid	VOP01 0000014868 PENFIELD, JULIE 1419 N. HARLEM AVE, UNIT A OAK PARK IL 60302	Not applicable		404.30 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101515	0238000435-01	Aug/28/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL@1419 N. HARLEM,UNIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	404.30 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078408	Sep/14/2012	RE	Paid	VOP01 000009784 PERRIER, MATTHEW 17068 LITTLE CHIEL TRAIL GERFUS FALLS MN 56537	Not applicable		99.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101481	608733	Aug/06/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Onstreet Parking Permits	Parking Services	Parking Fund	Parking Permit Office	99.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078409	Sep/14/2012	RE	Paid	VOP01 0000014826 PETROSINO, ROCCO & MARIBETH 1131 N. KENILWORTH AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101395	SBPGP-046	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



Pay Cycle: OAKPK
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Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078410	Sep/14/2012	RE	Paid	VOP01 0000014829 PICCIOTTI, WILLIAM 1218 N. OAK PARK AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101399	SBPGP-050	Jul/26/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078411	Sep/14/2012	RE	Paid	VOP01 0000005001 POLFUS, EDWARD 521 BEACH AVE. LAGRANGE PARK IL 60526	Not applicable		432.44 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101409	08/21/12	Aug/21/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	261.74 USD
1	External Support	Adjudication	General Fund	Base Program	170.70 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078412	Sep/14/2012	RE	Paid	VOP01 0000003038 PRINTING STORE INC. 621 MADISON ST. OAK PARK IL 60302	Not applicable		1,186.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101544	69760	Aug/09/2012	INSPECTION REPORTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Printing	Building Property Standards	General Fund	Building Inspection Services	1,186.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078413	Sep/14/2012	RE	Paid	VOP01 0000014834 PROFESSIONAL LAND SERVICES, LLC 7518 W. MADISON ST. FOREST PARK IL 60130	Not applicable		22,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101423	3107	May/09/2012	PAYMENT 1, SURVEYING FOR CAPITAL IMPROVEMENTS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Project Engineering	DPW - Capital Projects	Capital Improvement Fund	CIP Management	22,000.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078414	Sep/14/2012	RE	Paid	VOP01 0000002415 PUREE'S PIZZA & PASTA 1023 LAKE ST. OAK PARK IL 60301	Not applicable		85.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101523	3	Aug/25/2012	PIZZA'S	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	DPW - Solid Waste	Environmental Services Fu	Keep VOP Beautiful Program	85.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078415	Sep/14/2012	RE	Paid	VOP01 0000010612 RECORD INFORMATION SERVICES P.O. BOX 894 ELBURN IL 60119	Not applicable		575.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101415	32370	Aug/10/2012	52 WEEKS OF ACCESS TO COOK COUNTY PUBLIC RECORD DATA	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Housing Services	General Fund	Single Housing Rehab Loan 08	575.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078416	Sep/14/2012	RE	Paid	VOP01 000004974 RICHARDSON, ANITA 5057 HARVARD TERRACE SKOKIE IL 60077	Not applicable		2,250.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101408	2012-35	Aug/17/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	562.50 USD
1	External Support	Adjudication	General Fund	Base Program	562.50 USD
1	External Support	Adjudication	General Fund	Base Program	1,125.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078417	Sep/14/2012	RE	Paid	VOP01 0000011967 RICOH AMERICAS CORP 21146 NETWORK PLACE CHICAGO IL 60673-1211	Not applicable		230.16 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101558	21970088	Aug/28/2012	AUGUST 2012 COPIER LEASE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Equipment Rental	POLICE	General Fund	Base Program	230.16 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078418	Sep/14/2012	RE	Paid	VOP01 0000014861 ROTH, DANIEL 150 W. ST. CHARLES #518 LOMBARD IL 60148	Not applicable		40.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101482	11654, 11937	Aug/15/2012	REFUND TRANSPONDER DEPOSITS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	40.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078419	Sep/14/2012	RE	Paid	VOP01 0000008410 RUIZ, MANUEL C/O POLICE 123 MADISON ST OAK PARK IL 60302	Not applicable		274.90 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101489	08/29/12	Aug/29/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	274.90 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078420	Sep/14/2012	RE	Paid	VOP01 000006488 SAFEWAY 14445 COLLECTIONS CENTER DR. CHICAGO IL 60693-0144	Not applicable		79.52 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101428	08/11/2012	Aug/11/2012	MISC. SUPPLIES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Building Materials	DPW - Building Maintenance	General Fund	Public Works Center	19.48 USD
1	Operational Supplies	DPW - Administration	General Fund	Safety Program	60.04 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078421	Sep/14/2012	RE	Paid	VOP01 0000014836 SCHINDLER ELEVATOR CORPORATION 853 N. CHURCH CT. ELMHURST IL 60126-1036	Not applicable		2,100.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101448	7100225807	Jun/30/2012	LIABILITY-WORKING ON EQUIPMENT@1125 ONTARIO	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	2,100.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078422	Sep/14/2012	RE	Paid	VOP01 000005017 SECRETARY OF STATE INDEX DEPT 111 E. MONROE SPRINGFIELD IL 62756	Not applicable		10.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101401	41071614N	Aug/10/2012	NOTARY COMMISSION - KEVIN CASSIDY	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	CLERK - Village Clerk	General Fund	Base Program	10.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078423	Sep/14/2012	RE	Paid	VOP01 000007266 SECURITAS SECURITY SERVICES USA 12672 COLLECTIONS CENTER DR CHICAGO IL 60693	Not applicable		38,559.32 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101449	W3606987, W360698	Aug/03/2012	JULY 2012 SECURITY SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Grant Contractuals	Parking Services	Parking Fund	Base Program	1,392.65 USD
3	Grant Contractuals	Parking Services	Parking Fund	Lake St & Forest Garage	6,414.55 USD
2	Grant Contractuals	Parking Services	Parking Fund	The Avenue Garage	10,942.47 USD
4	Grant Contractuals	Parking Services	Parking Fund	Holley Ct Parking Garage	19,809.65 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078424	Sep/14/2012	RE	Paid	VOP01 000001338 SELECT STAFFING TEMPS DEPT 4682 CAROL STREAM IL 60122-4682	Not applicable		132.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101540	57644	Aug/17/2012	TEMPORARY SERVICES WEEK ENDING 8/19/12.GRIFFIN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	132.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078425	Sep/14/2012	RE	Paid	VOP01 0000014862 SHELDON, DABBS 151 N. KENILWORTH #6B OAK PARK IL 60301	Not applicable		97.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101483	603790	Aug/16/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	97.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078426	Sep/14/2012	RE	Paid	VOP01 0000009872 SIMPSON, M.E. CO., INC. 3406 ENTERPRISE AVE VALPARAISO IN 46383-6953	Not applicable		1,880.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101440	22860	Jul/31/2012	CONDUCT WATER VALVE EXERCISING PROGRAM 7/25/12-7/30/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Encumbrances Liability	Balance Sheet	Water Fund	Balance Sheet	1,880.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078427	Sep/14/2012	RE	Paid	VOP01 0000009363 STACK, JOHN 2906 LINCOLN EVANSTON IL 60201	Not applicable		2,512.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101410	08/21/12	Aug/21/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Adjudication	General Fund	Base Program	825.00 USD
1	External Support	Adjudication	General Fund	Base Program	1,125.00 USD
1	External Support	Adjudication	General Fund	Base Program	562.50 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078428	Sep/14/2012	RE	Paid	VOP01 0000001360 STANDARD EQUIPMENT COMPANY DEPT. CH 19025 PALATINE IL 60055-9025	Not applicable		2,446.04 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101431	A34343	Jul/30/2012	JETTER HOSE REPLACEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Computer Equipment	DPW - Sewer	Sewer Fund	Sewer Collection	2,446.04 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078429	Sep/14/2012	RE	Paid	VOP01 0000009629 STREICHER'S P.O. BOX 41398 MINNEAPOLIS MN 55441-0398	Not applicable		33.97 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101502	1928624, CM255046	May/14/2012	BOOTS & INSOLES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	33.97 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078430	Sep/14/2012	RE	Paid	VOP01 0000014863 SUTTON, ZACK 1033 ONTARIO ST, #3DN OAK PARK IL 60302	Not applicable		137.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101484	604527, 10605	Aug/14/2012	REFUND PARKING PERMITS & TRANSPONDER DEPOSIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Parking Keycard Deposits	Balance Sheet	Parking Fund	Balance Sheet	20.00 USD
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	117.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078431	Sep/14/2012	RE	Paid	VOP01 0000002620 SWANA 1100 WAYNE AVE, SUITE 700 SILVER SPRING MD 20910	Not applicable		30.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101522	10/30/12	Aug/28/2012	CARPET RECYCLING SUMMIT REGISTRATION-ROZMUS, KAREN	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Solid Waste	Environmental Services Fu	Base Program	30.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078432	Sep/14/2012	RE	Paid	VOP01 000001381 THOMPSON ELEVATOR INSPECTION 1302 E THAYER ST MT PROSPECT IL 60056	Not applicable		3,597.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101546	12-2769, 12-2826	Aug/13/2012	SEMI-ANNUAL ELEVATOR INSPECTIONS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	External Support	Building Property Standards	General Fund	Building Inspection Services	3,597.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078433	Sep/14/2012	RE	Paid	VOP01 0000011845 TOLEDO TICKET COMPANY P.O. BOX 6876 TOLEDO IL 43612	Not applicable		2,912.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101529	146353	Aug/23/2012	TAG STOCK	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
2	Operational Supplies	Parking Services	Parking Fund	Lake St & Forest Garage	970.67 USD
1	Operational Supplies	Parking Services	Parking Fund	The Avenue Garage	970.67 USD
3	Operational Supplies	Parking Services	Parking Fund	Holley Ct Parking Garage	970.66 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078434	Sep/14/2012	RE	Paid	VOP01 0000014822 TOMEK, CHRISTINE & BOGGS, KRISTI 1126 N. LOMBARD AVE. OAK PARK IL 60302	Not applicable		2,750.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101391	SBPGP-074	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	2,750.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078435	Sep/14/2012	RE	Paid	VOP01 0000014864 TORRES, JAIME 7200 OAK AVE. RIVER FOREST IL 60305	Not applicable		87.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101485	605557	Aug/13/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	87.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078436	Sep/14/2012	RE	Paid	VOP01 0000002730 UNIVERSITY OF WISCONSIN - MADISON BOX 78047 MILWAUKEE WI 53278-0047	Not applicable		1,195.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101557	1653601	Aug/22/2012	REGISTRATION-PAVEMENT SYSTEM DESIGN-BABINSKI	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Conferences Training	DPW - Capital Projects	Capital Improvement Fund	CIP Management	1,195.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078437	Sep/14/2012	RE	Paid	VOP01 0000002696 VARDAL, DINA C/O POLICE 123 MADISON OAK PARK IL 60302	Not applicable		184.82 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101490	08/29/12	Aug/29/2012	UNIFORM ALLOWANCE	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Clothing	POLICE	General Fund	Field Services	184.82 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078438	Sep/14/2012	RE	Paid	VOP01 0000001600 VILLAGE OF OAK PARK PETTY CASH C/O CASHIER 123 MADISON OAK PARK IL 60302	Not applicable		203.35 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101516	09/13/12	Sep/13/2012	AUGUST 2012 - CASHIER'S REIMBURSEMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Petty Cash	Balance Sheet	General Fund	Balance Sheet	203.35 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078439	Sep/14/2012	RE	Paid	VOP01 0000007081 VILLAGE OF RIVER FOREST 400 PARK AVE RIVER FOREST IL 60305	Not applicable		773.17 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101421	0000592	Aug/16/2012	PAYMENT #36,PHASE I ENGINEERING SERVICES-HARLEM UNDERPASS	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Encumbrances Liability	Balance Sheet	Capital Improvement Fund	Balance Sheet	773.17 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078440	Sep/14/2012	RE	Paid	VOP01 0000014832 VORIS, NATHAN 723 SUPERIOR CT, UNIT 103 NAPERVILLE IL 60563	Not applicable		4.86 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101384	0319000896-04	Aug/27/2012	REFUND CREDIT BALANCE ON FINAL WATER BILL @734 S. RIDGELAND	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Utility Sales	DPW - Water	Water Fund	Base Program	4.86 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078441	Sep/14/2012	RE	Paid	VOP01 0000014827 WALSH, CHRIS 900 MAPLETON AVE. OAK PARK IL 60302	Not applicable		3,500.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101397	SBPGP-037	Aug/14/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	3,500.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078442	Sep/14/2012	RE	Paid	VOP01 0000001618 WASHINGTON,CARRIE BELLE P.O. BOX 35 TINLEY PARK IL 60477	Not applicable		562.50 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101407	08/30/12	Aug/30/2012	CONTRACTUAL SERVICES	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Consultant Fees	Adjudication	General Fund	Base Program	562.50 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078443	Sep/14/2012	RE	Paid	VOP01 0000001412 WEDNESDAY JOURNAL, INC 141 S. OAK PARK AVE. OAK PARK IL 60302	Not applicable		301.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101495	08/22/12	Aug/22/2012	ACCT#111398-00003.PUBLIC NOTICES,CLASSIFIED ADVERTISING	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Advertising	HR - Health Insurance	Health Insurance Fund	Benefits Administration	189.00 USD
1	Legal Advertisements	DPW - Water	Water Fund	Base Program	112.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078444	Sep/14/2012	RE	Paid	VOP01 0000001414 WEST CENTRAL MUNICIPAL CONFERENCE 2000 5TH AVE BLDG - J RIVER GROVE IL 60171	Not applicable		18,000.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101509	0007404-IN	Aug/15/2012	MEMBERSHIP DUES FOR 2012-2013	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Membership Dues	VMO - Village Management	General Fund	Base Program	18,000.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078445	Sep/14/2012	RE	Paid	VOP01 0000001415 WEST COOK COUNTY SOLID WASTE AGENC 2000 FIFTH AVE. BLDG J RIVER GROVE IL 60171	Not applicable		43,072.95 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101524	0003015-IN	Jul/31/2012	JULY 2012 REFUSE DISPOSAL	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	General Contractuals	DPW - Solid Waste	Environmental Services Fu	Base Program	43,072.95 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078446	Sep/14/2012	RE	Paid	VOP01 0000001416 WEST PAYMENT CENTER P.O. BOX 6292 CAROL STREAM IL 60197-6292	Not applicable		239.31 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101504	825425281	Aug/01/2012	WEST INFORMATION CHARGES 7/1/12-7/31/12	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Operational Supplies	POLICE	General Fund	Base Program	239.31 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078447	Sep/14/2012	RE	Paid	VOP01 0000014865 WHITE, ERICA 2106 S. 10TH AVE. MAYWOOD IL 60153	Not applicable		119.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101486	603175	Aug/17/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	119.00 USD



Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078448	Sep/14/2012	RE	Paid	VOP01 0000014824 ZEE, BENJAMIN 1001 LINDEN AVE. OAK PARK IL 60302	Not applicable		2,800.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101393	SBPGP-052	Aug/17/2012	SEWER BACKUP PREVENTION GRANT PROGRAM	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Capital Improvements	DPW - Sewer	Sewer Fund	Sewer Collection	2,800.00 USD

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078449	Sep/14/2012	RE	Paid	VOP01 0000014866 ZIECINA, LUKASZ 1734 HOWARD DES PLAINES IL 60018	Not applicable		50.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101487	1K054529, 1J070532	Aug/08/2012	REFUND PARKING CITATION OVERPAYMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Fines	POLICE - Field Services	General Fund	Parking Enforcement Officers	50.00 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

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Run Date Sep/14/2012
Run Time 10:38:26 AM

Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Bank Account: FB_OP VOP 154508888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078450	Sep/14/2012	RE	Paid	VOP01 0000014867 ZIMMERMAN, MARTIN 2343 CARTER AVE. ST. PAUL MN 55108	Not applicable		112.00 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101488	602327	Aug/09/2012	REFUND PARKING PERMIT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Parking Permits	Parking Services	Parking Fund	Parking Permit Office	112.00 USD
				Total Requirements for Bank Account	FB_OP VOP 154508888927 461,277.39 USD



Report ID: APY2001

PeopleSoft Accounts Payable
DETAILED CHECK REGISTER

Page No. 74
Run Date Sep/14/2012
Run Time 10:38:26 AM

Pay Cycle: OAKPK
Pay Cycle Sequence: 783
Pay Cycle Run Date: Sep/14/2012

Total Requirements for Currency USD 461,277.39 USD

Pay Cycle: QUICK1
Pay Cycle Sequence: 915
Pay Cycle Run Date: Sep/11/2012

Bank Account: FB_OP VOP 15450888927

Payment Ref	Date	Handling	Status	Remit To	Routing	Remit Bank Account	Payment Amt
078306	Sep/11/2012	RE	Paid	VOP01 0000011731 ILLINOIS WORKERS COMPENSATION COMMISS 100 W. RANDOLPH STE. 8-329 C/O FISCAL O CHICAGO IL 60601	Not applicable		1,769.96 USD

Unit	Voucher ID	Invoice Number	Invoice Date	Voucher Comments	Discount Taken
VOP01	00101381	1/1/12-6/30/12	Sep/11/2012	COMMISSION RATE ADJUSTMENT	0.00 USD

Dist Ln #	Account	Department	Fund	Program	Net Amount
1	Workers Comp Claims	LEGAL - Risk Management	Self Insured Retention Fun	Base Program	1,769.96 USD
Total Requirements for Bank Account					FB_OP VOP 15450888927 1,769.96 USD
Total Requirements for Currency					USD 1,769.96 USD