



**TENTATIVE A g e n d a**  
**President and Board of Trustees**  
**Monday, February 7, 2011**  
**Village Hall**  
**123 Madison Street**

**Executive Session at 6:30 p.m., To Discuss Property Acquisition, Sale of Property, Litigation and Labor in Room 130**

**Regular Meeting at 7:30 p.m., 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](mailto: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.

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### **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 (\*).

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- I. **Call to Order**
- II. **Agenda Approval**
- III. **Minutes - Special Board Meeting Minutes of January 10, 2011, Regular Board Meeting Minutes of January 18, 2011, Special Board Meeting Minutes of January 24, 2011**

IV. **Proclamation National African-American History Month February 2011**

V. **Non-Agenda Public Comment – Please refer to instructions above.**

VI. **Village Manager Reports**

VII. **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.

VIII. **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.

**Fire and Police Commission**

**Donna Cervini, Appoint as Chair**

IX. **First Reading**

B. **Ordinance Amending Chapter 15, Article 3 of the Village Code Entitled “Parking Meters, Parking Permits and Municipal Attendant Lots” to Establish Off-Street Lots for Overnight Parking with a Pass and Associated Pass Fees**

**Overview:** During budget sessions with the Village Board this past Fall, Board members requested that staff pursue moving the overnight parking pass process from a manual call-in process to an automated system via the web. Since the system is complex, this project requires multiple steps. This ordinance proposes the first step in the process by establishing more options for overnight parking for guests or individual one-time needs. Subsequently, an ordinance will be presented to the Board to codify the parking pass system and establish the parameters of the web-based system which will be implemented in the fall of 2011.

X. **Regular Agenda**

C. **Resolution Authorizing the Execution of a One Year Agreement with B. Haney & Sons, Inc. of Lombard, Illinois for 2011 Tree Trimming Services, Not to Exceed \$135,000 an Ordinance Amending the 2011 Annual Budget**

**Overview:** Each year, the Village budgets for tree trimming in order to maintain good tree health, mitigate hazards in the public right of way from dead, weak, and interfering branches and maintain clear sight lines and proper pedestrian and vehicular clearances. The 2011 program consists of the second year of a six year trim cycle. This is the second of two option years. A budget amended to increase the appropriation of the tree-trimming budget to account for the shift from a 6-year trim cycle to a 4-year. Funding is to be provided from the General Fund unreserved fund balance projected to be approximately \$1.9 million at FY 2010 year end.

## XI. Consent Agenda

### D. Resolutions Authorizing Various Payments for Local “Partner Agencies” of the Village of Oak Park Providing for Various Services to the Village

**Overview:** This is an annual process in which the Village funds various agencies for specified work on behalf of the Village.

#### 1. Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Residence Corporation in an Amount Not to Exceed \$25,000 for 2011

**Overview:** This is the annual agreement adopted by the Village to provide funding for this agency for the small condominium management program.

#### 2. Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Regional Housing Center Not to Exceed \$365,000 for 2011

**Overview:** This is the annual agreement adopted by the Village to provide funding for this agency from general revenue funds for a total of \$365,000. The CDBG contract totaling \$210,000 will be presented at a future date.

#### 3. Resolution Authorizing the Execution of a Contract for Services Between the Village of Oak Park and the Oak Park Area Arts Council for 2011

This is an annual agreement adopted by the Village Board to provide funding for this agency for the programs described in the agreement scope of services.

#### 4. Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Area Convention and Visitors Bureau for 2011

This is an annual agreement adopted by the Village Board to provide funding for this agency for the programs described in the agreement scope of services.

#### 5. Resolution Authorizing Execution of an Agreement between the Village of Oak Park and the Oak Park Development Corporation for 2011

This is an annual agreement adopted by the Village Board to provide funding for this agency for the programs described in the agreement scope of services.

### E. Motion to Accept the Zoning Board of Appeals’ Recommendation & Findings of Facts as Proposed and Direct Staff to Prepare an Ordinance Approving a Special Use Permit to Operate a Bed and Breakfast at 605 Iowa

**Overview:** Samuel Gevisenheit and Charles Tupta, applicants, submitted an application pursuant to Section 4.5.2 (DD) (Bed and Breakfasts) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing the operation of a bed and breakfast in a single-family dwelling located at 605 Iowa Street.

**F. Motion to Refer Application for Special Use Permit from Prairie Home School to Operate an After-School Care Center (A Day-Care Facility) at 409 Greenfield Street to the Zoning Board of Appeals to Hold a Public Hearing**

**Overview:** The Applicant, Alan Van Natter DBA Prairie Home School, is applying for a special use permit to operate an after-school program for elementary age children between the hours of 3 p.m. and 6 p.m. during the school year. The program would be operated at the United Lutheran Church located at 409 Greenfield Street. According to the applicant, the facility would be licensed by DCFS for a maximum of 30 children.

**G. Motion to Accept Historic Preservation Commission Resolution and Findings of Fact with Regard to the Nomination of 432 N. Kenilworth Avenue and Direct Staff to Prepare an Ordinance Designating it as an Oak Park Historic Landmark**

**Overview:** Motion to Accept Historic Preservation Commission Resolution and Findings of Fact with Regard to the Nomination of 432 N. Kenilworth Avenue and direct staff to prepare an ordinance designating it as an Oak Park Historic Landmark.

**H. Resolution Authorizing the Purchase of One (1) 2011 International 7400 6X4 Dump Truck with V-Box Salt Spreader and Plow from Prairie/Archway International Trucks of Springfield, Illinois through the Illinois Joint Purchasing Program in an Amount not to Exceed \$137,286.00, Waiving the Village's Bid Process**

**Overview:** The 2011 Vehicle Replacement Program includes the replacement of a 1991 International dump truck (unit #391). The 1991 dump truck with snow plow has served the Village well but is now 20 years old and is in need of replacement, having experienced significant costs to maintain it over its life. The proposed replacement vehicle is a 2011 International 7400 6X4 dump truck with a Swenson Auger V-Box salt spreader and Wausau 11' snow plow.

**I. Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Installation of Bike Lanes on Division Street, Augusta Street and Chicago Avenue.**

**Overview:** The Bike Lane Project funded by CMAQ grant funds has been prepared for bidding by IDOT. The final step in the process is to approve the Local Agency Agreement for Federal Participation so that IDOT can let the project and subsequently award the contract for the work. It is recommended that the Board approve the resolution.

**J. An Ordinance Amending Chapter 3, Article 8 of the Code of the Village of Oak Park – Creation of a Class D-7 Liquor License for the Oak Park Public Library, 834 Lake Street, 60301**

**Overview:** The Oak Park Public Library would like to provide liquor service in connection with certain special events being held on their premises.

**K. Resolution Declaring a Distribution of \$688,450.07 in Tax Increment Revenues from the Madison Street TIF District to Taxing Districts Based Upon 2009 Tax Rates**

Annual TIF surplus declaration required under the terms of the 1995 Settlement Agreement with Oak Park School District 97.



**L. Resolution Declaring a Distribution of \$1,561,993.14 in Tax Increment Revenues from the Downtown Oak Park TIF District to Taxing Districts Based Upon 2009 Tax Rates**

Annual TIF surplus declaration required under the terms of the 1985 Settlement Agreement with Oak Park School District 97.

**M. Resolution Authorizing the Village Manager to Fill Two Positions in the Police Department**

The Police Department determined the need for the Police Budget Coordinator and Police Community Liaison Coordinator position as a result of various staffing changes that occurred in 2010. The Budget Coordinator will conduct a variety of financial activities including monitoring, reporting and researching grants. The Community Relations Coordinator will perform high-level professional community liaison duties to promote the opportunity for community members to work effectively with the Department's Community Policing initiatives.

**N. Ordinance Amending Articles 19, 20, 23 and 35 of Chapter 2 Relating to the Establishment, Composition and Duties of Community Relations commission, Building Codes Advisory Commission, Historic Preservation Commission and Citizen Involvement Commission and Article 2, Chapter 20 of the Village Code Relating to the Establishment, Composition and Duties of the Oak Park Board of Health**

The attached ordinance changes reflect alterations to the composition of the Building Codes Advisory Commission, the Board of Health, the Citizen Involvement Commission, the Community Relations Commission, and the Historic Preservation Commission to better reflect current membership needs of these commissions.

**Call to Board and Clerk**

**Adjourn**

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(\*) 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](mailto: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](http://www.oak-park.us), mouse-over News, then click on Board Agendas and Minutes.

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# PROCLAMATION

## NATIONAL AFRICAN-AMERICAN HISTORY MONTH FEBRUARY 2011

*WHEREAS, Black History Month was originated by Dr. Carter G. Woodson, coal miner; teacher and founder of the Association for the Study of Afro-American Life and History; and*

*WHEREAS, Dr. Woodson also initiated Negro History Week in 1926 to recognize past and present contributions made by African-Americans in the development of our country; and*

*WHEREAS, it is fitting that we mark the brave efforts of the countless Americans throughout our nation's history who have demanded justice, declared an end to segregation, and fought to ensure that every individual has the opportunity to build a brighter future for themselves and their families; and*

*WHEREAS, African-American History Month will be commemorated throughout the month of February with seminars, storytelling, plays, concerts, music, dancing, art, films, family workshops and other expressions of creativity and pride; and*

*WHEREAS, African-American History Month inspires all Americans to be more aware of African-Americans and their experiences and achievements in every area of endeavor.*

*NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and Board of Trustees, do hereby proclaim February 2011 to be **AFRICAN-AMERICAN HISTORY MONTH** in Oak Park, and we urge all our citizens to be cognizant of and participate in the events arranged for this time.*

*ADOPTED and APPROVED this 7<sup>th</sup> day of February 2011.*

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David G. Pope  
Village President

ATTEST:

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Teresa Powell  
Village Clerk

**Citizen Boards and Commissions  
Vacancies**

VII

UPDATED: 2/4/2011

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	7	0	0	0
<b>CITIZEN INVOLVEMENT COMMISSION</b>	13	6	0	6
<b>COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE</b>	9	1	0	1
<b>COMMUNITY RELATIONS COMMISSION</b>	13	6	0	6
<b>CITIZEN POLICE OVERSIGHT COMMITTEE</b>	7	1	0	1
<b>COMMUNITY DESIGN COMMISSION</b>	13	3	1	4
ENVIRONMENTAL & ENERGY ADVISORY COMMISSION	9	0	0	0
<b>FARMERS MARKET COMMISSION</b>	11	2	0	2
<b>FIRE AND POLICE COMMISSION</b>	3	1	0	1
<b>FORESTRY COMMISSION</b>	7	1	0	1
HEALTH, BOARD OF	7	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING AUTHORITY	7	0	0	0
<b>HOUSING PROGRAMS ADVISORY COMMITTEE</b>	7	1	0	1
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
<b>MADISON STREET COALITION</b>	13	1	0	1
<b>PLAN COMMISSION</b>	9	1	0	1
<b>PUBLIC ART ADVISORY COMMISSION</b>	11	1	0	1
<b>TELECOMMUNICATIONS COMMISSION</b>	5	3	0	3
TRANSPORTATION COMMISSION	7	0	0	0
UNIVERSAL ACCESS COMMISSION	7	0	0	0
<b>ZONING BOARD OF APPEALS</b>	7	2	0	2
<b>TOTAL</b>	<b>188</b>	<b>30</b>	<b>1</b>	<b>31</b>

Bolded CBACs need members

# APPOINTMENTS

VIII

## 7 FEBRUARY 2011

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### Fire and Police Commission

Appoint as Chair:

Donna Cervini  
819 Linden  
708-383-5659

Term expires 2-7-14

B

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title: Ordinance Amending Chapter 15, Article 3 of the Village Code Entitled "Parking Meters, Parking Permits and Municipal Attendant Lots"**

Resolution or Ordinance No. \_\_\_\_\_

Date of Board Action: *February 7, 2011*

Submitted by: \_\_\_\_\_

*CP*  
Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office: \_\_\_\_\_

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

As a result of Board direction during the FY2011 Parking Fund budget discussion, staff has been evaluating the parking pass system in order to codify such passes. This proposed ordinance amendment is the first phase of this process, in that it will provide a significant option to on-street, overnight passes for residents and their guests who need short-term overnight parking.

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

It is recommended that the Village establish off-street parking lots where residents or their guest could legally park overnight when needed for a fee of \$5 per night in designated off-street lots. The lots being recommended include:

- three locations where pay-by-space machines exist and individuals could go to the lot and purchase overnight parking for \$5 anytime after 6 p.m. subject to availability; and
- twelve locations where the \$5 overnight parking fee would be paid in advance, at Village Hall during normal business hours.

Staff will also increase promotion of existing 24 hour parking available in the Holley Court and Avenue Garages for a maximum fee of \$15 per 24 hour period.

As background, the Village of Oak Park has had an overnight parking prohibition in effect on all public streets within the Village of Oak Park for more than 50 years and currently bans parking on all public streets from 2:30 a.m. to 6:00 a.m., except in those designated areas where an On-Street Overnight Permit Parking Zone exists as created by Ordinance.

The overnight parking ban has benefited the public health, safety and welfare of Oak Park by enhancing the environment for better police surveillance, eliminating potential hiding spots for criminals, reducing opportunities for crime, and providing a more efficient and effective system of public street maintenance, including snow and leaf removal and street cleaning generally. It is noteworthy that the above stated reasons

have been held to provide a valid public purpose for the enactment of an overnight parking ban on public streets by the Illinois Appellate Court in *Flanagan v. Village of Oak Park*, 35 Ill.App.2nd 6.

In 1988, with the adoption of Ordinance 1988-0-58 the first areas were established where On-Street Overnight Permit Parking would exist. This important decision by the Village had the effect of improving many of Oak Park's larger multiple family dwellings by providing public parking overnight, on-street by permit for its residents in limited areas. This action was critical to enhancing the viability of an important segment of the Village's housing stock, while maintaining the overnight on-street parking ban. Over the years the Village also developed a parking system which today includes 107 Village-owned or Village-leased parking lots, providing Oak Park residents with approximately 5,375 off-street parking spaces.

In spite of the additional off-street parking that has been established and the On-Street Overnight Permit Parking provided by the Village thus far, demand for temporary on-street overnight parking continues to exist in limited circumstances for guests of Village residents and for those residents new to the Village as they seek to obtain legal parking. It is important to note that PASSES are "short-term" and free, as opposed to parking PERMITS which are sold quarterly for a fee. The parameters for issuing the free parking passes in very limited circumstances will be presented at a future meeting.

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

The proposed FY 2011 budget anticipated the proposed automation of the overnight parking pass system, however, the budget does not identify any operational savings that may result from the proposed changes. As the automation of the pass system is further developed, a budget amendment will be proposed to specifically identify budget impact of the proposed changes.

**Proposed Action: First Reading of the Ordinance.**

**ORDINANCE AMENDING CHAPTER 15, ARTICLE 3 OF  
THE VILLAGE CODE ENTITLED "PARKING METERS,  
PARKING PERMITS AND MUNICIPAL  
ATTENDANT PARKING LOTS"**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, that Chapter 15, Article 3, Section 18(M) of the Village Code entitled "Parking Rates; Parking Meters, Pay and Display Machines, Village Operated Parking Structures, Permit, Extended Pass, Valet and Daytime On-Street Permit Parking" is hereby amended to read as follows:

**Article 3  
PARKING METERS, PARKING PERMITS AND MUNICIPAL  
ATTENDANT PARKING LOTS**

**15-3-18: PARKING RATES; PARKING METERS, PAY AND DISPLAY MACHINES, VILLAGE OPERATED PARKING STRUCTURES, PERMIT, EXTENDED PASS, VALET AND DAYTIME ON STREET PERMIT PARKING:**

- M. ~~Extended Overnight Parking Pass Fees In All Areas: Extended passes are available to fulfill short term parking needs of residents only and shall not be issued in less than one week increments and for no more than two (2) one-week increments at a time. Extended parking passes shall provide twenty-four (24) hour per day parking and shall be available in all Village-owned and/or operated parking lots or multilevel parking structures designated by the Village for extended pass parking.~~

~~The fee for each one week extended pass or portion thereof shall be fifteen (\$15.00).~~

Overnight Parking Pass Fees In Off-Street Public Parking Lots:  
Overnight passes are available to fulfill the short term needs of residents

and their guests in the following off-street public parking lots between the hours designated below seven days per week when a valid one-day permit is purchased in the manner established below and displayed:

Overnight Parking Lots (utilize Pay-By-Space technology)

\$5.00 per night from 6:00 p.m. to 8:00 a.m.

<u>Lot</u>	<u>Description</u>
<u>4</u>	<u>Grace Episcopal Church at 920 Lake Street (7:00 a.m. on Sundays)</u>
<u>9</u>	<u>South side of North Boulevard, east of Harlem Avenue at 1118 North Boulevard</u>
<u>118</u>	<u>Holley Court west of Marion Street at 1106 Holley Court</u>

Overnight Parking Lots (require voucher purchased at Village Hall in Advance

\$5.00 per night from 8:00 p.m. to 8:00 a.m.

<u>Lot</u>	<u>Description</u>
<u>7</u>	<u>Chicago Avenue, east of Harlem Avenue at 1124 Chicago Avenue</u>
<u>11</u>	<u>Fifth Third Bank drive-thru facility at 726 Wesley Avenue</u>
<u>19</u>	<u>OPRF High School Garage at 137 N. Scoville Avenue (6:00 a.m.)</u>
<u>47</u>	<u>Village Hall at 123 Madison Street</u>
<u>53</u>	<u>Rehm Pool at 515 Garfield Street</u>
<u>93</u>	<u>Harrison Street Bible Church at 901 S. Taylor Avenue</u>
<u>99</u>	<u>Enclave off Humphrey Avenue at 1236 N. Humphrey</u>
<u>108</u>	<u>South Boulevard, east of Harlem Avenue at 331 N. Harlem Avenue</u>
<u>116</u>	<u>Madison east of Oak Park Avenue at 710 Madison</u>



**SB2**            **Enclave – north side of South Boulevard, Harvey Avenue to Cuyler Avenue**

**SB6E**           **Enclave – north side of South Boulevard, Wesley Avenue to Euclid Avenue**

**SB10**           **Enclave – north side of South Boulevard, Home Avenue east toward meters**

**Parking Garages**  
**\$15.00 for each 24-hour period**

<b><u>Lot</u></b>	<b><u>Description</u></b>
<b><u>2</u></b>	<b><u>Avenue Parking Garage, 720 North Boulevard</u></b>
<b><u>18</u></b>	<b><u>Holley Court Garage, 1125 Ontario</u></b>

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

**ADOPTED** this 7<sup>th</sup> day of February 2011, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 7<sup>th</sup> day of February 2011.

**ATTEST:**

\_\_\_\_\_  
David G. Pope  
Village President

\_\_\_\_\_  
Teresa Powell  
Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2011.

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Teresa Powell  
Village Clerk

C

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title:** Resolution Authorizing the Execution of a One Year Agreement with B. Haney & Sons, Inc. of Lombard, Illinois for 2011 Tree Trimming Services not to exceed \$135,000.00 and Motion to Direct Staff to Prepare the Necessary Budget Amendment.

**Resolution or Ordinance No.:** \_\_\_\_\_

**Date of Board Action:**


February 7, 2011

**Staff Review:**

**Public Works Director:**

  
\_\_\_\_\_  
**John P. Wielebnicki**

**Village Manager's Office:**

  
\_\_\_\_\_

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

Each year, the Village of Oak Park budgets for tree trimming in order to maintain good tree health, mitigate hazards in the public right-of-way from dead, weak, and interfering branches, and maintain clear sight lines and proper pedestrian and vehicular clearances. Since 1998, the Village has contracted for tree-pruning in conjunction with the in-house pruning program of the Forestry Division. The Village has been using the combination of trimming contractors and staff to prune parkway trees to the necessary specifications and bring the entire parkway tree population into a manageable trim cycle.

The Village's trimming program has operated on a four-year trim cycle since 2003. Since then, the entire Village has been pruned once and a second cycle was underway. The Village reduced the trimming program in 2010 to a six year cycle due to budgetary restrictions. Staff recommends returning to a four year trim cycle in order to reduce the high frequency of requests for trimming, proactively treat hazardous tree situations, and decrease the severity and cost of cycle pruning,

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

The Village's tree trimming program, which includes both in-house crews and contractors, contains the following aspects:

- (1) All parkway trees of all sizes and species are trimmed;
  - (2) The Forestry staff prunes all trees in their development stage (up to 10" diameter size class), and the contractor prunes all more established trees above 10" in diameter;
  - (3) Return to a four-year trim cycle in 2011;
  - (4) Securing a competent, responsive contractor for a three-year period at a pre-determined price, facilitating budgeting and ensuring proper, uniform trimming throughout the Village.
- This plan continues to be the most cost effective, reasonable, and arboriculturally sound approach that combines the efforts of in-house labor with an annual pruning contract.

On September 24<sup>th</sup>, 2008, the Village issued an RFP for tree trimming. The RFP was written to allow two additional contract extension years, ensuring that uniform pruning will continue with an experienced, qualified contractor capable of following mandated specifications and meeting mandated time frames. 2011 will be the third year of the contract. Bid quantities were based on the updated "Canopy" Tree Inventory system, giving accurate quantities and scope of work to all potential bidders. The low bid for Tree Trimming Services was submitted by B. Haney and Sons of Lombard, Illinois.

The trim area for 2011 is represented by all of the section bound by Austin Boulevard to Harlem Avenue between North Avenue and Division Street and the area bound by Austin Boulevard and East Avenue between Roosevelt Road and I-290. As noted, the trim cycle is proposed to return to the four-year cycle.

Staff recommends that the Village execute the agreement with B. Haney & Son, Inc. for tree trimming services for the second option year of 2011, completing the three-year program as bid.

Annual cost increases to the contract are based on the latest published Consumer Price Index (CPI). As there was no positive increase in the CPI from 2010 to 2011, unit prices for 2011 will remain the same. The B. Haney company has done outstanding work for the Village, and was the primary trim contractor for the Village's last three-year trim contract, trimming over 10,000 trees over ten (10) inches in diameter. They have a long history of municipal work, have met all contractual qualifications, have the ability to complete all pruning according to specification, and submitted the lowest over all bid for each contract year.

**Item Budget Commentary:**

The 2011 annual budget reflects \$820,000.00 for all contracted tree services including tree trimming, tree removal, emergency assistance, and stump removal in account #1001-43800-741-530667, External Support. The tree trimming portion of that amount is \$100,000.00. A budget amendment in the amount of \$35,000.00 will be required to return to a four-year trim cycle making the proposed cost for this work at \$135,000.00.

**The cost for tree trimming services by B. Haney & Son, Inc. for 2011 shall not exceed \$135,000.00.**

**Proposed Action: Approve the Resolution and direct staff to prepare the necessary budget amendment.**

**VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY**

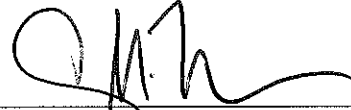
**Item Title:** ORDINANCE AMENDING THE 2011 ANNUAL BUDGET

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action** February 7, 2011

**Staff Review:**

Chief Financial Officer



Craig M. Lesner

Village Manager' Office



**Item History (Previous Board Review, Related Action, and History):** From time to time, items arise that were not contemplated during the normal budget process that nonetheless requires action.

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

Attached for the Village Board's approval is a Budget Amendment Ordinance that amends budgeted expenditures for the Department of Public Works – Forestry Division within the General Fund of the 2011 Budget. This change accommodates the move from a 6-year tree-trim cycle to a 4-year cycle as directed by the Board.

**Item Budget Commentary:** A net increase of thirty-five thousand (\$35,000) in appropriation in account 1001-43800-741-530667 from \$820,000 to \$855,000. Of the overall account total, the portion set aside for tree trimming is changing from \$100,000 to \$135,000. The remainder of the account is: \$100,000 (EAB), \$400,000 (Parkway tree removal), \$100,000 (Storm clean-up), \$60,000 (Stump removal), \$50,000 (Private prop. Removals), and \$10,000 (Refuse disposal).

**Proposed Action:** Approve the ordinance.

## ORDINANCE AMENDING THE 2011 ANNUAL BUDGET

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the 2011 Annual Village Budget is amended as follows:

**Expenditures** are hereby amended to reflect changes to the 2011 Budget for the Department of Public Works within the General Fund to increase the allocation for tree trimming:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>STRIKE AMOUNT</u>	<u>ADD AMOUNT</u>
1001-43800-741-530667	External Support	-\$820,000	\$855,000

**ADOPTED** this 7<sup>th</sup> day of **February 2011**, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this \_\_\_\_ day of February 2011.

\_\_\_\_\_  
David G. Pope  
Village President

**ATTEST:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk

**RESOLUTION**

**AUTHORIZING THE EXECUTION OF A ONE YEAR AGREEMENT WITH B. HANEY & SONS, INC. OF LOMBARD, ILLINOIS FOR 2011 TREE TRIMMING SERVICES NOT TO EXCEED \$135,000.00 AND MOTION TO DIRECT STAFF TO PREPARE THE NECESSARY BUDGET AMENDMENT**

**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 to execute an agreement with B. Haney & Son, Inc. of Lombard, Illinois for tree trimming services in the Village of Oak Park, for a one year period not to exceed \$135,000.00. The contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof.

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

ADOPTED this 7<sup>th</sup> day of February, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**ADOPTED AND APPROVED** by me, this 7<sup>th</sup> day of February, 2011

---

David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk



**Contract**

1. THIS AGREEMENT is made and concluded on the 7<sup>th</sup> day of February, 2011 by and between the Village of Oak Park acting by and through its President & Board of Trustees, and **B. Haney and Sons, Inc.**, 2 N 700 Lombard Rd., Lombard, Illinois 60148-1201, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
  - a. The Village of Oak Park's Notice to Contractors, Special Provisions and Plans for **08-106, Parkway Tree Trimming Services**
  - b. B. Haney and Sons, Inc's Proposal dated October 9, 2008
  - c. The Contract Bond
3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the Village Forester under it, in an amount not to exceed \$135,000.
4. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
5. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

**Village of Oak Park**

\_\_\_\_\_  
**Teresa Powell, Village Clerk**  
(Seal)

By \_\_\_\_\_  
**Thomas W. Barwin,**  
**Village Manager**

REVIEWED AND APPROVED  
AS TO FORM

FEB 01 2011  
  
LAW DEPARTMENT

**B. Haney and Sons, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

**Exhibit A**





**Contract Bond**

**B. Haney and Sons**, 2 N 700 Lombard Rd., Lombard, Illinois 60148-1201, as PRINCIPAL, and

\_\_\_\_\_ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Hundred Thirty Five Thousand Dollars (**\$135,000.00**) to be paid to the Village of Oak Park under the conditions of this instrument, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village acting through its awarding authority for the construction or performance of work, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to the Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

The term of this bond is for the initial term of the contract commencing February 8<sup>th</sup>, 2011 and expiring on April 1, 2011, unless released by the Village prior thereto; however, the term of this bond may be renewed for an additional one-year period at the sole option of the Surety by the issuance of a continuation certificate executed by the Surety and the Principal. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative year to year or period to period and shall in no event exceed the amount set forth in this bond or in any additions, riders or endorsements properly executed by the Surety as supplements thereto. The Village's acceptance of this bond and reliance upon it as security constitutes its acknowledgment and agreement as to the terms under which it is offered and issued by the surety.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to the Principal for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall hold the Village and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN TESTIMONY WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ **2011**.

PRINCIPAL

SURETY

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF COOK

I, \_\_\_\_\_ a Notary Public in and for said county, do

hereby certify that \_\_\_\_\_, and

\_\_\_\_\_ (Insert names of individuals signing on behalf of PRINCIPAL & SURETY) personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered this instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public

Approved this 7<sup>th</sup> day of February, 2011.

VILLAGE OF OAK PARK

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

REVIEWED AND APPROVED  
AS TO FORM

FEB 01 2011  
*[Signature]*  
LAW DEPARTMENT

ATTEST

\_\_\_\_\_  
Teresa Powell  
Village Clerk

(Seal)





The Village of Oak Park  
 Department of Public Works  
 201 South Boulevard  
 Oak Park, IL 60302

708.558.5700  
 Fax 708.358.5711  
 TTY 708.358.0648  
 publicworks@oak-park,il.us

December 20, 2010

B. Haney & Sons, Inc.  
 ATTN: David R. Haney  
 2 N 700 Lombard Rd.  
 Lombard, Illinois 60148-1201

**Re: Tree Trimming for the Village of Oak Park for 2011**

Dear Mr. Haney:

The Village of Oak Park is looking forward to working with B. Haney & Sons on the third year of the three-year tree trimming contract. Per the contract, B. Haney is entitled to an adjustment in unit pricing based upon 100% of the percentage of change of the latest published CPI (consumer price index) as compared to the index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-84 = 100). Included with this mailing is a copy of the index obtained from the Department of Labor website. Currently, the latest published index shows a no increase in this index, translating to unit costs for the 2011 Trim contract to be the same as the pricing for the 2010 contract.


- 10" to 20" in diameter - \$27.00 per tree
- 20.1" to 30" in diameter - \$62.00 per tree
- Over 30" in diameter - \$92.00 per tree

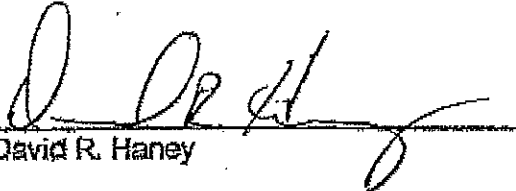
Additionally, the Village is returning to the four-year trim cycle as originally specified.

Questions regarding unit pricing can be directed to me directly at (708) 358-5700. By signing this letter, B. Haney and Sons agrees to these conditions.

Thank you, and once again the Village looks forward to working with B. Haney & Sons in 2011.

Sincerely,

  
 Jim Samelka  
 Urban Forestry Superintendent

  
 David R. Haney

President, B. Haney and Sons

DC1

# VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY

**Item Title:** Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Residence Corporation for 2011 in an amount not to exceed \$25,000 to Administer a Condominium Management Program.

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action** February 7, 2011

**Staff Review:**  
Housing Program Manager   
Tammie Grossman

Village Manager's Office 

**Item History (Previous Board Review, Related Action, History):** The contract between the Village of Oak Park and the Oak Park Residence Corporation utilizes general revenue funds in the amount of \$25,000 to continue to fund the small condominium management program started a couple of years ago.

**Item Policy Commentary (Key Points, Recommendation, Background):** The Village has contributed funding to Residence Corporation since the 1970's.

The contract presented in 2011 is consistent with previous contracts except that since 2010 the Village no longer provides general operating support to Residence Corporation. As in 2010, Residence Corporation will receive \$25,000 to administer the small condominium management program started several years ago. The agreement has been clarified so that payment is on a fee for service basis, payable in two semi-annual installments. The other contract change is the elimination of Res Corp's participation in the Village's Health Insurance program, as required in order for the Village to comply with ERISA laws.

**Item Budget Commentary:** The 2010 budget allocation request assumes general revenue funds totaling \$25,000. The contract shall not exceed \$25,000 in costs for the condominium management program, which are paid as a fee for service based on invoices submitted.

Budgeted funds and the program areas are for the following programs:

Expenditure Type	General
Condo Management Program	\$25,000
Administration	\$0

Contract administration and oversight will be within the responsibilities of the Housing Programs Manager.

**Proposed Action:** Approve the resolution.

# Memo

To: Jeff Richardson  
From: Beth Swaggerty  
Date: 01/25/2011  
Re: Small Condo Property Management Program

---

Below is a summary of services and assistance provided to qualifying Oak Park associations for the period of 07/01/2010 through 12/31/2010. Our invoice in the amount of \$12,500 for this period has been sent under separate cover.

Beth Swaggerty, program coordinator spoke, corresponded, and/or met independently with various unit owners and/or board members of the following associations on issues including, board members' and officers' roles and responsibilities, meetings and elections, best practices in budgeting and record keeping, due diligence and effective legal action in the collection of delinquent assessments, rental and leasing accommodations and requirements, foreclosures, reserves, operating expenses and vendor contracts, conflict resolution and effective association communication.

- 2 LeMoyne Condominium Association (2 LeMoyne Parkway - 10 Units)
- Fireside Place Condominium Association (421 S. Kenilworth - 6 Units)
- 720 North Austin Condominium Association (720 N. Austin - 10 Units)
- 327 S. Wisconsin Condominium Association (327 S. Wisconsin - 10 Units)
- Tudor Rose Condominium Association (424 - 426 Wisconsin - 6 Units)
- Columbus Court Condominium Association (phone consult only - FAQ)
- 421 S. Ridgeland Condo Association (421 S. Ridgeland - 7 Units)
- Park Avenue Manor Condominium Association (1128 S. Oak Park - 6 Units)
- Maple Arbor Condominium Association (phone consults only - FAQ)
- Heritage Manor Condominium Association (439 S. Taylor - 9 Units)

Additionally, Ms. Swaggerty worked closely with and regularly attended the board meetings of the following associations, offering on-going guidance and assistance on management issues:

- Harrington Manor Association (430 Wisconsin - 6 Units)
- The Elms Condominium Association (400 S. Elmwood - 10 Units)
- 211 N. Grove Condominium Associations (211 N. Grove - 10 Units)
- North Austin Condominium Association (1030 N. Austin - 7 Units)
- 417 S. Kenilworth Condominium Association (6 Units)

Throughout 2010, the program experienced an increase in the number of inquiries regarding assessment collections, rental and leasing options, "forcible entry and detainer", and foreclosures. Ms. Swaggerty continued to review these topics with association specialists to ensure timely and accurate education and information to program participants.

During this six month period, Ms. Swaggerty continued to work closely with two (2) of the program associations on rental policies and procedures and the establishment of formal rules and regulations. She also guided a number of associations through the process of securing "FHA approved" status for their buildings - a status that expedites the sale of units to FHA qualified buyers.

Additionally, Ms. Swaggerty worked with another association on the development and establishment of special assessments for capital improvements to the association's property.

One highlight of program participation this period was the sale of a foreclosed unit in the 2 LeMoyne Parkway Association building and the subsequent recovery of a large portion of unpaid assessments. Through the continued practice of due diligence - learned as participants in our program - the 2 LeMoyne Board successfully secured over \$6,500 in outstanding assessments as a provision of the sale of the foreclosed unit.

In conclusion, we continue to regularly field inquiries from various small Oak Park condominium associations and address their immediate management concerns.



## Oak Park Residence Corporation

# Memo

To: Jeff Richardson  
From: Beth Swaggerty  
Date: 09/01/2010  
Re: Small Condo Property Management Program

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Below is a summary of services and assistance provided to qualifying Oak Park associations for the period 01/01/10 through 06/30/10. Our invoice in the amount of \$12,500 for this period has been sent under separate cover.

Beth Swaggerty, program coordinator spoke, corresponded, and/or met independently with various unit owners and/or board members of the following associations on issues including, board members' and officers' roles and responsibilities, meetings and elections, best practices in budgeting and record keeping, due diligence and effective legal action in the collection of delinquent assessments, rental and leasing accommodations and requirements, foreclosures, reserves, operating expenses and vendor contracts, conflict resolution and effective association communication.

- 2 LeMoyne Condominium Association (2 LeMoyne Parkway - 10 Unites)
- Fireside Place Condominium Association (421 S. Kenilworth - 6 Units)
- 720 North Austin Condominium Association (720 N. Austin - 10 Units)
- 327 S. Wisconsin Condominium Association (327 S. Wisconsin - 10 Units)
- Tudor Rose Condominium Association (424 - 426 Wisconsin - 6 Units)
- Columbus Court Condominium Association
- 421 S. Ridgeland Condo Association (421 S. Ridgeland - 7 Units)
- 1128 S. Oak Park Ave Condo Association (128 S. Oak Park - 6 Units)

- Park Avenue Manor Condominium Association
- Maple Arbor Condominium Association

Additionally, Ms. Swaggerty has continued to work closely with and regularly attend the board meetings of the following associations, offering on-going guidance and assistance on management issues:

- Harrington Manor Association (430 Wisconsin - 6 Units)
- The Elms Condominium Association (400 S. Elmwood - 10 Units)
- 211 N. Grove Condominium Associations (211 N. Grove - 10 Units)
- North Austin Condominium Association (1030 N. Austin - 7 Units)

With the current economy, the program has experienced an increase in the number of inquiries regarding assessment collections, rental and leasing options, "forcible entry and detainer", and foreclosures. Ms. Swaggerty has continued to review these topics and network with association specialists to ensure timely and accurate education and information to program participants.

During this period, Ms. Swaggerty worked closely with two (2) of these associations on rental policies and procedures and the establishment of formal rules and regulations.

Additionally, Ms. Swaggerty worked with two (2) other associations on the development and establishment of special assessments for capital improvements to the associations' property.

We continue to regularly field inquiries from various small Oak Park condominium associations and address their immediate management concerns.

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE  
VILLAGE OF OAK PARK AND THE OAK PARK RESIDENCE CORPORATION  
FOR 2011**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager is hereby authorized and directed to enter into a funding and service agreement with the **Oak Park Residence Corporation**. The agreement shall conform substantially to the Agreement attached hereto as Exhibit A and made a part hereof.

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

**ADOPTED** this 7<sup>th</sup> day of **February, 2011** pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 7<sup>th</sup> day of **February, 2011**.

---

David G. Pope  
Village President

**ATTEST:**

---

Teresa Powell  
Village Clerk

# **CONTRACT FOR SERVICES BETWEEN THE VILLAGE OF OAK PARK AND OAK PARK RESIDENCE CORPORATION**

**THIS AGREEMENT** is entered into by the Village of Oak Park, a municipal corporation (hereinafter referred to as the "Village") and the Oak Park Residence Corporation (hereinafter referred to as "Contractor").

## **1. LENGTH OF CONTRACT**

This contract shall commence January 1, 2011, and shall terminate December 31, 2011, and may be terminated by either party with ninety (90) days written notice.

## **2. CONTRACT AMOUNT AND PAYMENT SCHEDULE**

In consideration of the Contractor undertaking to provide the services set forth in this agreement, the Village agrees to pay the Contractor a flat fee of \$25,000, payable in two semi-annual installments. The Contractor will submit an invoice together with a progress report on the program goals, which invoice will be paid upon approval.

## **3. SCOPE OF SERVICES**

The Contractor shall perform the services and make a good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.

## **4. COMPLIANCE WITH LAW**

The Contractor, in performing this agreement shall:

- a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice; and
- b) Take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

c) Agree and authorize the Village to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

d) Agree not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Contractor in the agreement or payments made pursuant to this agreement.

#### **5. ADHERENCE TO VILLAGE POLICIES**

The Contractor hereby agrees that for the term of this agreement, the Contractor will adhere to the policies set forth in the Addendum to the Agreement, attached hereto as Exhibit 3, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in the Addendum, attached hereto as Exhibit 3.

All such Contractor policies require prior review and approval by the Village before the Contractor can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 3. Such policies may be submitted to the Village for review and approval prior to the execution of this agreement or at any time during the term of this agreement.

The Village shall provide the Contractor with timely written approval or disapproval of all such policies submitted by the Contractor. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 3. The Contractor may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

The Contractor shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

The Contractor shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

## **6. PERSONNEL**

The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

## **7. APPROVAL OF PROGRAM BUDGET**

The Contractor shall submit to the Village for review, at least one hundred twenty (120) days prior to the end of each calendar year, the Contractor's proposed program budget for the following calendar year. Any request for funding from the Village must receive approval from the Village Board of Trustees. The program budget submitted shall conform to the program budget format established by the Village. The annual program budget request shall be accompanied by an updated organizational chart listing positions responsible for the program filled and vacant and reflecting the internal reporting structure of the organization.

## **8. AUDITS AND INSPECTIONS**

a) Upon reasonable request, during normal business hours, the Village may examine, and the Contractor shall make available, all of its records used in the preparation of its progress and activity reports to the Village with regard to all programs which are funded in total or in part by the Village or through the Village as funding agent. The Contractor shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the Village deems necessary.

b) The Contractor shall provide the Village with an annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards.

The audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

The Contractor shall provide such additional information as the Finance Director may require after the Finance Director's review of the submitted audited annual statement.

Upon the timely request of the Contractor, the Director of Finance for the Village will provide the Contractor with any direction and guidance the Contractor may require with regard to the preparation of the annual audited financial statement.

## **9. REPORTS**

The Contractor will submit written reports at the times set forth and in the format set forth in Exhibit 2 attached hereto and made a part hereof. Such reports shall be addressed to the Housing Programs Manager and the Village Manager and shall describe the activities it has undertaken to fulfill the Scope of Services and goals set forth in Exhibit 2.

## **10. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT**

a) The Contractor hereby acknowledges that the Village Board of Trustees will review the performance criteria of the various agencies receiving funds from the Village during the term of this agreement which may result in amendment to the agreement. This agreement may be terminated without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.

b) During the term of the agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to:

- 1) use of funds in a manner inconsistent with the Scope of Services,
- 2) failure by Contractor in submitting required documentation,
- 3) submission by Contractor of incorrect or incomplete reports, or
- 4) contractor's failure to perform in accordance with the agreement.

c) In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason stated in this Agreement, the Village shall provide written notice to Contractor of its intention to terminate the agreement for cause or suspend payments if the Contractor fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notice shall provide the Contractor with a description of the alleged deficiency, and shall state a time and place where Contractor shall be afforded the opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination or suspension of payments. The Village Manager or his designee shall be present at this meeting and shall make the determination as to whether or not the Village will terminate the agreement or will continue, suspend, or terminate payments. If Contractor fails to adequately refute the alleged deficiencies, or fails to correct the deficiency(ies)

within thirty (30) days of receipt of the notice or within such other time frame agreed upon by the Village and Contractor, or if the same deficiency continues to reoccur, the Village may terminate or suspend payment of funds.

#### **11. NOTICES**

All notices required by this agreement shall be delivered either personally or by certified and regular mail to the Village by delivering or mailing same to the Village Manager at 123 Madison Street, Oak Park, Illinois 60302 and to the Contractor by delivering or mailing same to the Contractor's Executive Director at 21 South Boulevard, Oak Park, Illinois 60302. Notice by mail shall be deemed to be delivered three business days after the day of mailing.

#### **12. RETURN OF UNUSED FUNDS TO VILLAGE AFTER TERMINATION OF AGREEMENT OR DISSOLUTION OF THE CONTRACTOR'S CORPORATION**

Upon dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the Village shall be immediately returned to the Village. Funds which have already been obligated by the Contractor at the time of the dissolution of the corporation or at the time of the Contractor's receipt of the Village's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section. Upon dissolution, the Contractor shall notify the Village of the name of the individual or entity responsible for winding up its affairs.

#### **13. ASSIGNMENT**

The Contractor shall not assign this agreement or any part thereof and the Contractor shall not transfer or assign any funds provided hereunder or claims due or to become due hereunder without the written approval of the Village having first been obtained.

#### **14. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.



**15. AMENDMENTS**

This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.

**16. HEADINGS**

The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**VILLAGE OF OAK PARK**

**Attest:**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

\_\_\_\_\_  
Teresa Powell  
Village Clerk

**OAK PARK RESIDENCE CORPORATION**

\_\_\_\_\_  
Ed Solan, Executive Director

Witness  
  
\_\_\_\_\_

REVIEWED AND APPROVED  
AS TO FORM

FEB 04 2011

*[Signature]*  
LAW DEPARTMENT

**EXHIBIT 2**  
**OAK PARK RESIDENCE CORPORATION**  
**2011 SCOPE OF SERVICES**  
**AND**  
**PROGRAM GOALS AND MEASURES**

Scope of Services

In 2011, the CORPORATION will continue an advisory and training Condominium Management Program for owners of small (12 units or less) multi-family residential unit buildings within the Village.

In 2011, the CORPORATION will work with 5 small condominium boards. The CORPORATION agrees to provide a report on a semi-annual basis, summarizing program activities and services for the previous six-month period. The report will include the location of the property, a description of the type of services to be provided to the condo board, the start date and length of time the CORPORATION plans to work with the condo board, and the goals established for each board. At the conclusion, the CORPORATION will ask the condo board to complete a written evaluation tool and will forward a copy of the evaluation to the Village.

Revised February 11, 1999

### Addendum to Agreement

The Contractor agrees to comply with the terms and conditions set forth hereinbelow. Any violation of the terms or conditions set forth hereinbelow by the Contractor shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with Section 10 of the Agreement, entitled "Termination of Agreement or Suspension of Payment."

1. Conflicts of Interest and Standards of Conduct. The Contractor shall adhere to the provisions relating to Ethics and Conflicts of Interest, set forth hereinbelow, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with ~~Paragraph~~ Section 65 of the Agreement, entitled "Adherence to Village Policies."

### Conflicts of Interest and Standards of Conduct

1. Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize the payment by the Corporation of the reasonable expenses incurred by Directors in the performance of their duties.
2. Impartiality: Every Director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Corporation. No Director or employee shall, in the performance of his or her duties on behalf of the Corporation, grant or make available to any person or entity, including other directors or employees of the Corporation, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Corporation.
3. No Director or employee shall engage in any business transaction or

shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interests of the Corporation or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.

4. No Director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business of with the Corporation, except that a Director may provide materials, merchandise, property, services or labor under the following circumstances:
  - A. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (A) during the same fiscal year does not exceed \$4,000; or
  - B. The contract is with a person, firm, partnership, association, or corporation in which the Director has less than a 7.5% share in the ownership, and the aggregate of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (B) during the same fiscal year does not exceed \$25,000; or
  - C. The contract is with a person, firm, partnership, association or corporation in which the Director has less than a 1% share in ownership; or
  - D. The Corporation is not a party to the contract, and the contract is rather with a person or entity served by the Corporation as a part of its corporate purpose.

Any contract awarded under this Section 4 must comply with the Corporation's policies concerning competitive bidding and outreach to women and minority business enterprises. <sup>1</sup>

5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any Director has any financial or person interest, direct or indirect, which

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<sup>1</sup>NOTE: The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

may reasonably tend to impair the Director's independence of judgment or action in the best interests of the Corporation, that the Director shall:

- A. Before or during consideration of the proposed action, disclose any such interest to the Board of Directors, and
- B. Abstain from voting on the proposed action.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the Director, but shall not include any interest that a Director may have in a proposed general policy of the Corporation solely by virtue of his business or profession.<sup>2</sup>

- 6. **Disclosure and/or Use of Confidential Information:** No Director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Corporation or use such information to advance the financial or other private interest of the Director, or employee or others.
- 7. **Corporate Property:** No Director or employee shall request, permit or engage in the unauthorized use of Corporate-owned funds, vehicles, equipment, materials or property for personal convenience or profit.

2. **Procurement Policy.** The Contractor agrees to adhere to the provisions set forth hereinbelow relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in

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<sup>2</sup>NOTE: The final sentence in Section 5 is intended to ensure that board members who may be landlords, realtors, bankers, etc. are not prevented from voting on general corporate policies that may have some impact, direct or indirect, on all members of that profession. (i.e., size of asset bonuses, preview policies, etc.)

accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies."

1. All Contracts For Goods and Services Require the Approval of the Board of Directors; Exceptions: No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his/her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his/her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services do not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Corporation, work history with others, quality of work and ability to meet all specifications and/or requirements of the Corporation may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.

2. Contracts Which Require the Use of the Formal Bidding Process. Except as set forth in Paragraph 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his/her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors,

provided that any and all bids received in response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

3. **Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver:** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Corporation and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his/her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

4. **Procedure for Advertising for Bids:** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspapers of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less

than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.

5. **Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids:** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Corporation and shall be forfeited to the Corporation in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.
  
6. **Contracts to be Executed in Writing:** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director and shall be signed by the contractor. One original so executed shall be kept and filed in the Corporate offices and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Corporation.
  
7. **Contractors' Bonds:** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Corporation shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Corporation



against all liabilities, judgments, costs and expenses which may in any manner accrue against the Corporation in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.

The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods or services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefor.

The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

3. Diversity Statement. Twenty years ago the Village of Oak Park first adopted what is now known as the Village's "Diversity Statement". Every new Village Board elected since that time has readopted this Diversity Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit "A", and made a part hereof, is the Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997.

The Contractor, as a Partner Agency of the Village of Oak Park, agrees to adhere to the Diversity Statement, attached hereto as Exhibit "A" with regard to diversity, or

such equivalent policy of the Corporation as is reviewed and approved by the Village in accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies." In carrying out its commitment to diversity, as set forth in the Diversity Statement, the Contractor agrees to use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its organization and to use its best efforts to affirmatively recruit qualified MBE and WBE businesses to participate in the Contractor's process of contracting for goods and services.

The Village shall, upon request, provide the Contractor with the names of known minority and women-owned businesses and business referral agencies.

The Contractor shall annually submit to the Village an E.E.O. Report, the format of which is attached as Exhibit "B", showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor will report the race, sex and job classification for any new employees hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the

Contractor/Partner Agency during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

Said E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

4. Drug Free Work Place. The Contractor agrees to adhere to the following policy related to a drug free work place or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

~~The Contractor shall identify itself and the individual or position which fulfills the "human resources director" function for the Contractor in the following posted notice.~~  
The content of said ~~the~~ notice set forth hereinbelow ~~also~~ sets forth the policy of the Village with regard to the Village as a drug free work place. The Contractor shall post the following notice or its equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Contractor and the individual or position which fulfills the "human resources director" position, where indicated.

#### NOTICE OF A DRUG-FREE WORK PLACE

PURSUANT TO 24 C.R.P. 540.303

All employees should be aware pursuant to Illinois and United States law

and the personnel manual that the (Name of Contractor) is a drug-free work place. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720.I.L.C.S. 570/201 et.seq. and United States law at 21 C.F.R. 108-11 through 1308-15 is prohibited at the work place and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug statute occurring at the work place, must notify the (Human Resources Director) within (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

~~Said notice shall be posted in a conspicuous location on the Contractor's premises where it will be visible to all employees of the Contractor.~~

5. Sexual Harassment Policy. The Contractor agrees to adhere to the sexual harassment policy set forth hereinbelow or to such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

#### SEXUAL HARASSMENT POLICY

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;
- Non-Verbal: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she had been the subject of sexual harassment shall report the alleged conduct immediately to the (Human Resources Director). The information will then be forwarded to the (CEO/Manager/Director). A confidential investigation of any complaint

will be undertaken by the (Human Resources Director).

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited. Any employee found by the Village to have retaliated or discriminated against an employee for complaining about sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

6. Domestic Partnership Program. The Contractor/Partner Agency agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit "C" and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with ~~Paragraph~~ Section 5 of the agreement, entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. The obligations of the Village, set forth hereinabove, shall survive any termination of the agreement between the Contractor and the Village.

7. Compliance with Americans with Disabilities Act (ADA). The Contractor hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) and has submitted to the Village a checklist or comparable self-evaluation together with a brief plan for maintaining compliance with ADA.

8. Compliance with HUD Guidelines. In the event that the Contractor is a recipient of Community Development Block Grant (C.D.B.G.) money under the terms of this agreement, the Contractor hereby confirms its adherence to and compliance with all Department of Housing and Urban Development rules, regulations, and guidelines adopted in relation to the administration of such C.D.B.G. funds.

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### **Diversity Statement**

The people of Oak Park choose this community, not just as a place to live, but as a way of life. Oak Park has committed itself to equality not only because it is legal, but because it is right; not only because equality is ethical, but because it is desirable for us and our children. Ours is a dynamic community that encourages the contributions of all citizens, regardless of race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, mental and/or physical impairment and/or disability, military status, economic class, political affiliation, or any of the other distinguishing characteristics that all too often divide people in society.

Oak Park's proud tradition of citizen involvement and accessible local government challenge us to show others how such a community can embrace change while still respecting and preserving the best of the past. Creating a mutually respectful, multicultural environment does not happen on its own; it must be intentional. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through interaction, we believe we can reconcile the apparent paradox of appreciating and even celebrating our differences while at the same time developing consensus on a shared vision for the future. Oak Park recognizes that a free, open, and inclusive community is achieved through full and broad participation of all its citizenry. We believe the best decisions are made when everyone is represented in decision-making and power is shared collectively.

Oak Park is uniquely equipped to accomplish these objectives, because we affirm all people as members of the human family. We reject the notion of race as a barrier dividing us and we reject prejudicial behavior towards any group of people.

We believe residence in this Village should be open to anyone interested in sharing our benefits and responsibilities.

To achieve our goals, the Village of Oak Park must continue to support the Board's fair housing philosophy that has allowed us to live side-by-side and actively seek to foster unity in our community. We believe that mutual understanding among individuals of diverse backgrounds can best be attained with an attitude of reciprocal good will and increased association.

The Village of Oak Park commits itself to a future ensuring equal access, full participation in all of the Village's institutions and programs, and equality of opportunity in all Village operating policies. The success of this endeavor prepares us to live and work in the twenty-first century.

It is our intention that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

*Revised 11.19.07*

**EXHIBIT 3B**



**DOMESTIC PARTNERSHIPS  
FOR EMPLOYEES OF THE VILLAGE OF OAK PARK**

**A. DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

**AFFIDAVIT OF DOMESTIC PARTNERSHIP:** A form provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

**DEPENDENT:** One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

**DOMESTIC PARTNER:** Each adult in a domestic partnership.

**DOMESTIC PARTNERSHIP:** Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older.

Village of Oak Park  
Human Resources

5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;
8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein, and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

**LIVE TOGETHER:** Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

**NECESSITIES OF LIFE:** Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

**TERMINATION OF DOMESTIC PARTNERSHIP:** Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

**B. AFFIDAVIT OF DOMESTIC PARTNERSHIP: EXECUTION AND ACCOMPANYING DOCUMENTATION.** An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affiants will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the

affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

**C. EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein. The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

**D. TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

**E. FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.

**SECTION THREE:** If any provisions or sections of this ordinance or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions, sections or applications of this ordinance which can be given effect without the

Invalid provisions, sections or applications, and are to this end declared to be severable.

SECTION FOUR: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FIVE: THIS ORDINANCE shall be in full force and effect from and after its adoption and publication in accordance with law.



AUG 26 2008

The Village of Oak Park  
Village Hall  
123 Madison Street  
Oak Park, Illinois 60302-4272

708.383.6400  
Fax 708.383.6692  
TTY 708.383.0048  
village@vil.oak-park.il.us

August 21, 2008

Edward Solan, Executive Director  
Oak Park Housing Authority  
21 South Boulevard  
Oak Park, IL 60302

Dear Ed:

We have reviewed your requested adjustment to the Village's language for the Procurement Policies to be adopted by the Housing Authority and Residence Corporation

In order to clarify that the role of the Village in overseeing the procurement actions of the Housing Authority and Residence Corporation include when the Village acts as grantor of not only local, but state and federal funds as well, the following adjustments to the amendments will be requested:

Oak Park Housing Authority procurement policies:

.....and assure that PHA purchasing actions are in full compliance with Federal, State and local laws and regulations, as defined or interpreted by the applicable Federal, State or local granting authority. (Exclude/remove "or by the local grantor when locally provided grant funds are being used".)

Village of Oak Park Residence Corporation procurement policy:

.....and assure that the Residence Corporation's purchasing actions are in full compliance with Federal, State and local laws and regulations, as defined or interpreted by the applicable Federal, State or local granting authority. (Exclude/remove "or by the local grantor when locally provided grant funds are being used".)

Please incorporate these changes and provide the Village with a final version of the OPHA and Residence Corporation procurement procedures. Both sets of procedures can be considered approved upon Village receipt of the final versions which incorporate the new language.

Sincerely,

Tom Barua, Village Manager  
Village of Oak Park

Cc: C. Lesner  
J. Akerstrom  
T. Grossman

## PROCUREMENT POLICY -- VILLAGE OF OAK PARK RESIDENCE CORPORATION

### PREAMBLE

The purpose of this Policy is to: provide for the fair and equitable treatment of all persons and firms involved in purchasing by the Residence Corporation; assure that supplies, services, and construction are procured efficiently, effectively, and at most favorable prices available to the Residence Corporation; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that Residence Corporation purchasing actions are in full compliance with Federal, State and local laws and regulations, as defined or interpreted by the applicable Federal, State or local granting authority.

Nothing in this procurement policy shall supplant any existing Federal or State required actions as it relates to grant compliance. If there is a conflict of processes when utilizing grant funds, the more restrictive procurement process shall be utilized.

### PROCEDURES

1. Purchases and contracts, except as provided in Section 2, shall be made in the following manner:
  - A) For purchases less than \$5,000, the Residence Corporation staff may purchase goods or services in the open market after such inquiry as they deem necessary to insure that the price is the most advantageous. Expenditures under \$100 may be made from the Petty Cash Fund and shall be supported by receipts. Expenditures from \$100 to \$1,000 shall be by contract or purchase order. The Executive Director or appropriate program director shall approve the contract or purchase order.
  - B) For purchases from \$5,000 to \$20,000, the Residence Corporation shall solicit proposals from at least three suppliers, if possible. Staff shall maintain a record of the proposals received. The Executive Director and appropriate program director shall approve the contract or purchase order.
  - C) For purchases over \$20,000, the Residence Corporation shall invite sealed bids by advertisement as outlined in the procedure for advertising for bids as stated in Section 3 below. The Residence Corporation shall retain the bids for one year. Contracts in excess of \$20,000 shall be authorized and approved by the President and Board of Directors provided that bidding in all instances may be waived by a 2/3 vote of the President and Board of Directors.

- D) Any purchase which is reasonably expected to tie the Residence Corporation to recurring purchases from the same supplier shall be subject to the approval procedure applicable to the cumulative purchase price.
- E) There shall be inserted in all contracts, and contractors shall be required to insert in all subcontracts, the following provision: "No member, officer, or employee of the Residence Corporation during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- F) The Executive Director or President and Board of Directors, as the case may be, shall make the applicable purchase from or award the contract to the lowest responsible bidder on the basis of the bid or proposal that is in the best interest of the Residence Corporation to accept. In awarding the contract or making the purchase, in addition to price, the President and Board of Directors and/or the Executive Director shall consider:
- a) the ability, capacity and skill of the bidder to perform the contract to provide the service required;
  - b) whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c) the character, integrity, reputation, judgement, experience and efficiency of the bidder;
  - d) the quality and timeliness of the performance of previous contracts or services rendered to the Residence Corporation or third parties;
  - e) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - h) the ability of the bidder to provide the future maintenance and service for use of the subject of the contract; and
  - i) the number and scope of conditions attached to the bid.

The Executive Director shall report to the President and Board of Directors any conditions, variance from specifications or other non-conforming aspects of any particular bid.

2.

Exceptions to Normal Purchasing Procedures:

- A. Professional Services. All contracts for professional services which exceed \$20,000 or which are not a fixed dollar amount, including, but not limited to, attorneys, engineers, real estate appraisers and architects and any other profession whose ethical code prohibits or discourages involvement in normal bidding procedures may be entered into by the Residence Corporation without observing the bidding procedures for the award of formal contracts, provided that the President and Board of Directors approve the contract.
- B. Emergency Purchases. In case of an apparent emergency which requires immediate purchase of supplies, materials, or services, the Executive Director is empowered to secure without bids at the lowest obtainable price the necessary supplies, materials or services regardless of the amount of the expenditure.

If a contract of \$20,000 or more is awarded on an emergency basis, the Executive Director shall make a report of the award to the President and Board of Directors.

- C. Impracticality. Negotiated purchases without bidding may also be approved when it is impractical to secure competition, when it is impossible to draft adequate specifications or any other adequately detailed description of the required property or services, or when the contemplated contract involves maintenance, repair, alteration, or inspection and the exact nature of the amount of work to be done is not known. Before the Executive Director awards a contract in excess of \$5,000 without competition pursuant to this subsection, he shall at a minimum give telephonic notice to the President, or in the event of the unavailability of the President, to the Vice-President.

3.

Contracting with Minority Firms and/or Women's Business Enterprises:

- (1) The Residence Corporation will take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
- (2) Affirmative steps shall include:
- (i) Placing qualified minority business and women's business enterprises on solicitation lists;
  - (ii) Assuring that minority businesses and women's business enterprises are solicited whenever they are potential sources;



- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by minority business, and women's business enterprises.

4. Bidding Procedure, Fees and Bonds:

- A. Advertisement. Whenever any bids are required to be advertised for, the Residence Corporation will advertise in some newspaper published in the Village or in such other newspaper of general circulation as in its judgement may be desirable. A plan or profile of the work to be done, accompanied with specifications for doing same and specifications for material, supplies and equipment to be furnished will be first placed on file in the offices of the Residence Corporation before any such advertisement is made.

The plan, profile and specifications for material, supplies or equipment shall at all times be open for public inspection. Such advertisement shall be published not less than ten days before the day fixed for opening such proposal, and shall state the work to be done, or material, supplies or equipment to be furnished and the time and place for opening bids.

- B. Bids. Bids shall be sealed bids, directed to the Residence Corporation, and shall be identified as a bid on the envelope. Bids shall be opened at the hour and place stated in the Notice.
- C. Bid Deposit. A bid deposit may be required when deemed desirable, the amount of which will be fixed by the Executive Director and which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished nor less than the sum of \$25. Such deposit shall be a check upon a bank in good standing payable to the Village of Oak Park Residence Corporation and shall be forfeited to the Residence Corporation in the event the bidder shall fail to enter into a contract (and provide a bond, with approved sureties, if applicable) to execute the work or furnish the material for the price stated in his bid according to the plans and specifications, within ten days after the award.
- D. Fees. The Executive Director may charge each prospective bidder a fee of not more than \$150.00 which is returnable when the bid package is returned to the Residence Corporation.

- E. Performance Bonds. The Residence Corporation shall require performance bonds for all contracts involving public work. In all other cases, the President and Board of Directors may require performance bonds or other security in such amounts, as they shall find reasonably necessary to protect the best interests of the Residence Corporation.
  - F. Waiver of Irregularities. The President and Board of Directors reserve the right to waive or not to waive any irregularities in formality or technical errors in the bids or bidding process.
  - G. Rejection of Bids. The Residence Corporation may reject all bids or parts of all bids when the interests of the Residence Corporation will be served thereby.
5. Compliance with Procurement Policy. The Executive Director shall be responsible for monitoring staff compliance with these procurement procedures.
6. Effective Date. The above purchasing and procurement policies shall be effective immediately and shall supersede all prior policies and procedures.

Revised  
9/08

D(2)

# VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY

**Item Title:** Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Regional Housing Center for 2011 in an amount not to exceed \$365,000.

**Resolution or Ordinance No.** \_\_\_\_\_


**Date of Board Action**                    February 7, 2011

**Staff Review:**

Housing Programs Manager

  
\_\_\_\_\_  
Tammie Grossman

Village Manager's Office

  
\_\_\_\_\_

**Item History (Previous Board Review, Related Action, History):** The Village supports the Oak Park Regional Housing Center utilizing general revenue funds and Community Development Block Grant funds to fund specific projects of the Center relating to Multi-family Housing Incentives Program and also its general administration. Because the Housing Center provides services for CDBG and non-CDBG funded activities, it is necessary for the Village and Housing Center to have separate agreements for the use of CDBG and General funds. This agreement is for the non-CDBG funded programs. However, the attached Scope of Services delineates duties and responsibilities for all funded programs, both CDBG and non-CDBG alike. The CDBG projects will be presented to you in a separate agreement after it is finalized by HUD.

**Item Policy Commentary (Key Points, Recommendation, Background):** The Village has funded the Housing Center since its creation in the 1970's. The contract presented in 2011 has been revised to clarify performance measures by clearly defining an affirmative move and setting numerical goals for the number of individuals registered with the Center, the number of moves in the Village and the number of affirmative moves. The agreement has also been amended to remove the Housing Center from participation in the Village's Health Insurance program as required by ERISA laws. The total amount of funding requested was \$365,000.

**Item Budget Commentary:** The 2011 budget assumes expenditures of General Housing Funds and Community Development Block Grant Funds totaling \$575,000, an increase from \$525,000 in 2010. The contract on this agenda covers the monthly General Revenue Fund dollars annually totaling \$365,000. The Board budgeted \$365,000 for this item in 2011.

The funding for the CDBG contracts which will be brought to the Board separately is \$210,000.

# VILLAGE OF OAK PARK

## AGENDA ITEM COMMENTARY

Page 2

Expenditure Category	CDBG Fund	General Revenue Fund
Administrative Support	\$85,322	\$365,000
Public Services	\$124,678	
<b>Total</b>	<b>\$210,000</b>	<b>\$365,000</b>

As in previous years, program requirements will dictate whether the Village provides funding on a monthly basis or will remit reimbursement based upon actual expenditures incurred for the particular program. The agreement clarifies that the administrative support will be paid based on invoices submitted showing actual costs incurred. However, historically, the Housing Center has experienced a delay in receiving CDBG funds due to timing related to federal approval to distribute the funds. The funding schedule has been revised to account for this delay by allowing the Housing Center to receive 1.5 times the monthly amount for the first three months of the contract and to receive ½ of the monthly amount for the last three months of the year.

Contract administration and oversight for the Housing Fund portion of funding will be the responsibility of the Housing Programs Manager. The CDBG contract oversight is the responsibility of the Grants Manager.

**Proposed Action:** Approve the resolution.

A full set of the contract documents is available in the Village Clerk's office for review.

Village of Oak Park  
 Community Planning and Development  
 Housing Programs Division

Oak Park Regional Housing Center  
 2010 Activity  
 1/1/10 through 9/30/10

November 2, 2010

	Total 2007	Total 2008	Total 2009	Through Q3 2009	Through Q3 2010	Goals thru Q3 2010	2010 Contract Total
Registrations	2844	2908	2173	1897	2226	1500	2000
Oak Park Registrations	n/a	656	577	511	555	---	---
Moves to Oak Park	1008	1021	708	507	505	563	750
Affirmative Moves to Oak Park	627	639	422	305	352	300	400
Listings	1133	1138	1128	930	929	---	---

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE  
VILLAGE OF OAK PARK AND THE OAK PARK REGIONAL HOUSING  
CENTER FOR 2011**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager is hereby authorized and directed to enter into a funding and service agreement with the **Oak Park Regional Housing Center**. The agreement shall conform substantially to the Agreement attached hereto as Exhibit A and made a part hereof.

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

**ADOPTED** this 7th day of February, 2011 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 7th<sup>th</sup> day of February, 2011.

---

David G. Pope  
Village President

**ATTEST:**

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Teresa Powell  
Village Clerk

**CONTRACT FOR SERVICES BETWEEN  
THE VILLAGE OF OAK PARK AND  
OAK PARK REGIONAL HOUSING CENTER**

THIS AGREEMENT is entered into by the Village of Oak Park, a municipal corporation (hereinafter referred to as the "Village") and the Oak Park Regional Housing Center (hereinafter referred to as "Contractor").

**Whereas**, on November 4, 1984, the VILLAGE adopted Ordinance Number 1984-0-68 "Providing Incentives to Discourage Unlawful Steering Practices to Counteract the Effects of Discrimination, and to Provide Prospective Renters with Information Concerning Available Housing to Expand Their Housing Choices;" and

**Whereas**, the Ordinance, in part, provides for the VILLAGE to contract with an agent or agents of its choice to affirmatively market the rental units of those owners of multiple-family dwellings with four or more units within the VILLAGE who have contracted with the VILLAGE for this service; and

**Whereas**, the CONTRACTOR, a community service agency in existence since 1972, has the overall goal of achieving racially diverse housing patterns and encouraging the quality maintenance and management of rental housing within the VILLAGE and has the capability of providing the affirmative marketing services required by the VILLAGE at this time; and

**Whereas**, the parties desire to enter into agreement to provide funding for the CONTRACTOR'S program to achieve racial diversity in Oak Park's housing market. Through implementation of the Marketing Plan and the provision of the Services set forth below, which take into account both stimulating housing supply and creating housing demand, measurable results will be achieved.

**Now Therefore**, the parties agree as follows:

### **1. Length of Contract**

This contract shall commence January 1, 2011, and shall terminate December 31, 2011, and may be terminated by either party with ninety (90) days written notice.

### **2. Contract Amount and Payment Schedule**

In consideration of the Contractor undertaking to provide the services set forth in this agreement, and subject to approval of invoices and other required documentation including, but not limited to, all reports required herein, the Village agrees to pay the Contractor the amount listed as General Revenue Fund, Administrative Support on the Funding Schedule attached hereto as Exhibit 1 for the term of this contract. The CDBG payments listed in Exhibit I are excluded from this agreement, and shall be paid pursuant to a separate agreement as further detailed in Paragraph 4 below.

### **3. Scope of Services.**

The Contractor shall perform the services and make a good faith effort to achieve the goals set forth in the Scope of Services, Program Goals and Measurement, attached hereto as Exhibit 2.

### **4. C.D.B.G. Agreement**

The Contractor, as a CDBG sub-recipient, will enter into a separate agreement with the Village of Oak Park for Community Development Block Grant (C.D.B.G.) Funds received by the Village from the United States Department of Housing and Urban Development ("HUD"), as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) ("ACT"). Any existing C.D.B.G. agreement shall remain in full force and effect and shall not be changed, modified or amended in any way by this agreement. In the event the Village does not receive CDBG money from HUD for this purpose for the 2011 budget year, the Village will not be obligated to make the CDBG payments included in Exhibit 1.

### **5. Compliance With Laws**



The Contractor, in performing this agreement, shall:

a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice; and

b) Take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

c) Agree and authorize the Village to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

d) Agree not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Contractor in the agreement or payments made pursuant to this agreement.

## **6. Adherence to Village Policies**

The Contractor hereby agrees that for the term of this agreement, the Contractor will adhere to the policies set forth in the Addendum to the Agreement, attached hereto as Exhibit 3, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in the Addendum, attached hereto as Exhibit 3.

All such Contractor policies require prior review and approval by the Village before the Contractor can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 3. Such policies may be submitted to the Village for review and

approval prior to the execution of this agreement or at any time during the term of this agreement.

The Village shall provide the Contractor with timely written approval or disapproval of all such policies submitted by the Contractor. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 3. The Contractor may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

The Contractor shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

The Contractor shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

## **7. Personnel**

The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

## **8. Approval of Budget**

The Contractor shall submit to the Village for review, at least one hundred twenty (120) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the Village must receive approval from the Village Board of Trustees. The budget submitted shall conform to the program budget format established by the Village. The annual budget request shall be accompanied by an updated organizational chart listing positions filled and vacant and reflecting the internal reporting structure of the organization.

## **9. Audits and Inspections**

a) Upon reasonable request, during normal business hours, the Village may examine, and the Contractor shall make available, all of its records used in the preparation of its progress and activity reports to the Village with regard to all programs which are funded in total or in part by the Village or through the Village as funding agent. The Contractor shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the Village deems necessary.

b) The Contractor shall provide the Village with an annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards.

The audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

The Contractor shall provide such additional information as the Finance Director may require after the Finance Director's review of the submitted audited annual statement.

Upon the timely request of the Contractor, the Director of Finance for the Village will provide the Contractor with any direction and guidance the Contractor may require with regard to the preparation of the annual audited financial statement.

## **10. Reports**

The Contractor will submit written reports as set forth in Exhibit 2 attached hereto and made a part hereof. Such reports shall be addressed to the Housing Programs Manager and the Village Manager and shall describe the activities it has undertaken to fulfill the Scope of Services and goals set forth in Exhibit 2

## **11. Indemnification**

a) The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any

way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the agreement and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based, in whole or in part, on the Incentives Ordinance or the Contractor's status as designated marketing agent under the terms of any Marketing Services Agreement between the Village and any owner.

b) The Contractor agrees that the Village shall have control over any litigation, administrative proceedings or other legal action, including any settlement of any claim, suit or legal action as the Village deems expedient, provided that the Village shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Contractor, or enter any plea of or in the nature of "nolo contendere," without the prior approval of the Contractor. Provided further that nothing in this paragraph or agreement shall prevent the Village and the Contractor from agreeing to submit for defense and/or indemnification any matter which might otherwise be defended and/or indemnified by the Village under this paragraph, to any insurance carrier of the Contractor.

c) All provisions of the agreement requiring the Village to save and hold harmless, defend the Contractor, its employees, Board members and other agents, and to pay all costs of any involvement in legal actions shall survive any termination of the agreement and, if the Contractor, or its employees, Board members or other agents, is or becomes involved in any proceeding or litigation by reason of the Contractor having been the Village's agent through this agreement, such provisions shall apply as if this agreement were still in effect.

## **12. Termination of Agreement or Suspension of Payment**

a) The Contractor hereby acknowledges that the Village Board of Trustees will review the performance criteria of the various agencies receiving funds from the Village during the term of this agreement which may result in amendment to the agreement. This agreement may be terminated without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.

b) During the term of the agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: 1) use of funds in a manner inconsistent

with the scope of services, 2) failure by Contractor in submitting required documentation, 3) submission by Contractor of incorrect or incomplete reports, or 4) Contractor's failure to perform in accordance with the agreement.

c) In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason stated in this Agreement, the Village shall provide written notice to Contractor of its intention to terminate the agreement for cause or suspend payments if the Contractor fails to cure the noted deficiency within thirty (30) days after receipt of the notice of deficiency. The written notice shall provide the Contractor with a description of the alleged deficiency, and shall state a time and place wherein Contractor shall be afforded the opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination of suspension of payments. The Village Manager or his designee shall be present at this meeting and shall make the determination as to whether or not the Village will terminate the agreement or will continue, suspend, or terminate payments. If Contractor fails to adequately refute the alleged deficiencies, or fails to correct the deficiency(ies) within thirty (30) days of receipt of the notice or within such other time frame agreed upon by the Village and Contractor, or if the same deficiency continues to reoccur, the Village may terminate or suspend the payment of funds.

### **13. Notices**

All notices required by this agreement shall be delivered either personally or by certified and regular mail to the Village by delivering or mailing same to the Village Manager at 123 Madison Street, Oak Park, Illinois 60302 and to the Contractor by delivering or mailing same to the Contractor's Executive Director at 1041 South Boulevard, Oak Park, Illinois 60302. Notice by mail shall be deemed to be delivered three business days after the day of mailing.

### **14. Return of Unused Funds to Village After Termination of Agreement or Dissolution of the Contractor's Corporation**

Upon the dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the Village shall be immediately

returned to the Village. Funds which have already been obligated by the Contractor at the time of the dissolution of the Corporation or at the time of the Contractor's receipt of the Village's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section. Upon dissolution, the Contractor will provide the Village with the name of the individual or entity responsible for winding up its affairs.

#### **15. Assignment**

The Contractor shall not assign this agreement or any part thereof and the Contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the Village having first been obtained.

#### **16. Conflict of Interest**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

#### **17. Amendments**

This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.


#### **18. Headings**

The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REVIEWED AND APPROVED  
AS TO FORM

FEB 04 2011

  
LAW DEPARTMENT  
**VILLAGE OF OAK PARK**

Attest:

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

\_\_\_\_\_  
Teresa Powell  
Village Clerk

**OAK PARK REGIONAL HOUSING CENTER**

\_\_\_\_\_  
William Peterman, President

Witness

\_\_\_\_\_

EXHIBIT 2  
**OAK PARK REGIONAL HOUSING CENTER**  
**SCOPE OF SERVICES**  
**PROGRAM GOALS AND MEASURES**

- A. Conduct a comprehensive marketing program to attract racially diverse clients to the Village of Oak Park by advertising in accordance with the Marketing Plan:
1. Conduct outreach efforts to attract/counsel clients from all racial groups through marketing to area employers/institutions;
  2. Provide counseling services to clients and listings of apartments to encourage affirmative moves to Oak Park;
  3. Escort clients to available apartments;
  4. Refer home seekers to area realtors;
  5. Provide an evaluation of potential buildings/building owners to participate in the Multi-family Housing Incentives Program for review by the Village's Housing Programs Advisory Committee; and
  6. Work with the Village to promote and attract building owners into the Multi-family Housing Incentives Program.
- B. Serve as a designated marketing agent for the Multi-Family Housing Incentives Program fostering racial diversity in the apartment buildings that are participants.
1. Each Marketing Services Agreement entered into between the VILLAGE and an owner participating in the Multi Family Incentive Program authorized by the Incentives Ordinance (Ordinance Number 1984-0-68) shall specify the CONTRACTOR as the VILLAGE'S designated marketing agent and the CONTRACTOR will be promptly provided with a copy of that Agreement by the VILLAGE.
  2. The Marketing Services Agreement shall specify the CONTRACTOR as the VILLAGE'S designated marketing agent, such that whenever the owner has a unit which the owner knows is or will become vacant in any of his/her buildings



included in the Marketing Services Agreement, the owner shall immediately notify the Village of Oak Park Housing Programs Division which shall in turn notify the CONTRACTOR immediately of such a vacancy. Both the VILLAGE and the CONTRACTOR shall then inspect the unit within five (5) working days of the owner's notification or within five (5) working days after a vacancy actually occurs, whichever is later, to determine if the unit is in proper condition to rent. Both the VILLAGE and the CONTRACTOR must concur that the unit is "available" in accordance with the Incentives Ordinance and the Marketing Services Agreement between the VILLAGE and the owner.

3. Upon concurrence that the unit is available for rental, the VILLAGE shall execute a written authorization for the CONTRACTOR to begin marketing the unit for rental. The authorization shall state the date of execution and shall be delivered by the VILLAGE to the CONTRACTOR with a copy to the owner. The CONTRACTOR shall date the authorization when it is received and shall maintain a dated copy of the authorization on file. The authorization shall clearly identify the unit and shall contain the date upon which the unit will be available, the rent for the unit, the maximum number of occupants, and any other restriction placed on the unit by the owner. The time period specified in the Incentives Ordinance shall begin to run either upon the execution of authorization by the VILLAGE or upon the date the unit becomes available, whichever is later.
4. The CONTRACTOR will implement its Marketing Plan to affirmatively promote all the units in the program, following at all times the provisions and purposes of the Incentives Ordinance in cooperation with the VILLAGE Housing Programs Manager.
5. In connection with its marketing of units in the program, the CONTRACTOR shall employ special outreach efforts for all buildings in the program, including inspecting and previewing units prior to showing them to prospective tenants, counseling clients, distributing the Village of Oak Park Model Lease Addendum to all clients, using escort services where appropriate, recording showings, and performing other services to aid the affirmative marketing of units in the program.

The CONTRACTOR shall advise clients as prospective tenants for units in the program as to the reasonable qualifications set forth by the owner in the VILLAGE'S written authorization to the CONTRACTOR.

6. The CONTRACTOR shall show units to counseled clients and shall refer all counseled clients who wish to apply to rent any unit in the program to the owner or owner's agent and shall keep records on inspections and showings, but shall have no duties or obligations with regard to the actual rental process.

C. The Contractor shall provide the same services as listed in section B above for the Village's Small Rental Rehab Program.

D. During the term of this Agreement between the VILLAGE and the CONTRACTOR, the CONTRACTOR shall cooperate with evaluation in regard to its services under the Agreement. The evaluation will be quantitative and descriptive and available to both parties. The VILLAGE will refer to the CONTRACTOR any inquiry from program participants concerning the Diversity Assurance Marketing Services provided by the CONTRACTOR. If the inquiry from a program participant is not resolved to his/her satisfaction, then the VILLAGE and the CONTRACTOR will address the matter jointly with the program participant.

E. During the term of this Agreement between the VILLAGE and CONTRACTOR, the CONTRACTOR will report on its progress toward achieving the following program goals on a semi-annual basis:

1. The CONTRACTOR will register 2000 individuals for its services and will provide the VILLAGE with information on those individuals based on race and community of origin.
2. The CONTRACTOR will effectuate 750 moves within the Village of Oak Park. For each move, the CONTRACTOR will report on the race of the individual, community of origin and if the move involved a unit enrolled in the Multi-family Housing Incentives Program.

3. The CONTRACTOR will effectuate 400 affirmative moves within the Village of Oak Park. An affirmative move will be defined as a move of any African-American household in any building west of Ridgeland Avenue or north of Garfield (counseling location #1) and any other move east of Ridgeland or south of Garfield (counseling location #2). By January 30<sup>th</sup> of each year, the Housing Programs Division shall prepare a map at the block level showing which blocks within each counseling location in which the Housing Center should focus its affirmative marketing efforts. The map shall be prepared using occupancy data obtained from multi-family owners as part of the owner's annual licensing requirements. For each affirmative move, the CONTRACTOR will report on the race of the individual, community of origin and if the move involved a unit enrolled in the Multi-family Housing Incentives Program.

F. The CONTRACTOR shall also provide the VILLAGE during the term of this Agreement with the Housing Center's customary monthly reports covering VILLAGE funded activities. These reports and any other service delivery program items pertinent to our mutual working relationship will be discussed in monthly coordination meetings between the VILLAGE and the CONTRACTOR. The requested C.D.B.G. Program quarterly reports are due within 30 days of the end of each quarter ending on March 31, June 30, September 30, and December 31, in accordance with HUD requirements.

Specific content and formats for these reports will be agreed upon by the CONTRACTOR and the VILLAGE and will be provided as indicated:

1. Monthly reporting forms for CDBG and Multi-family Housing Incentives Program.
2. Weekly activity reports that demonstrate the activity for each building in the Multi-Family Housing Incentives Program including the date of listing; date inspected and approved; and the number of showings.
3. Monthly draw requests that include actual expenditures, as well as applicable receipts and invoices of expenses for the draw-down of all Village funds.

4. On a semi-annual basis, the CONTRACTOR shall provide the VILLAGE with year-to-date financial statements including statement of income and expenses and a balance sheet. The CONTRACTOR shall also submit any amended budgets approved by its Board of Directors. The year-to-date financial statements shall breakdown expenses by administration, program and capital expenditures.
5. List of all funded positions of the agency with appropriate job descriptions.
6. On a semi-annual basis, the CONTRACTOR shall submit documentation of its operating hours.
7. On an annual basis, the CONTRACTOR shall submit its Marketing plan.
8. On an annual basis, the CONTRACTOR shall submit a statement setting forth the parameters and rates for escort fees and rental bonuses.

G. The CONTRACTOR shall not become involved in landlord-tenant disputes and shall refer any dispute to the VILLAGE'S Community Relations Department.

H. During the term of this Agreement between the VILLAGE and THE CONTRACTOR, CONTRACTOR and the VILLAGE shall cooperate with evaluation in regard to its services under the Agreement. Any evaluation may be quantitative and descriptive and available to both parties.

## FUNDING SCHEDULE - 2011 BUDGET

### Oak Park Regional Housing Center

Monthly Bills are Paid in Arrears and Submitted and Paid the Following Month

Month	CDBG Fund		General Revenue Funds	TOTAL
	Public Services	Administrative Support/Cap Funds	Administrative Support	
January	(1)	(1)	\$ 45,625.01	\$ 45,625.01
February	(1)	(1)	\$ 45,625.01	\$ 91,250.01
March	(1)	(1)	\$ 45,625.01	\$ 136,875.02
April	(1)	(1)	\$ 30,416.67	\$ 167,291.69
May	(1)	(1)	\$ 30,416.67	\$ 197,708.36
June	(1)	(1)	\$ 30,416.67	\$ 228,125.03
July	(1)	(1)	\$ 30,416.67	\$ 258,541.70
August	(1)	(1)	\$ 30,416.67	\$ 288,958.37
September	(1)	(1)	\$ 30,416.67	\$ 319,375.04
October	(1)	(1)	\$ 15,208.34	\$ 334,583.37
November	(1)	(1)	\$ 15,208.34	\$ 349,791.71
December	(1)	(1)	\$ 15,208.30	\$ 365,000.00
<b>Total Monthly Payments</b>	\$ -	\$ -	\$ 365,000.00	
Reimbursed Program Costs (Subject to Actual Costs Incurred)	\$ 124,678.00	\$ 85,322.00		
<b>TOTALS</b>	\$ 124,678.00	\$ 85,322.00	\$ 365,000.00	\$ 575,000.00

All payments subject to Reimbursement Requests of Actual Costs Incurred by Agency

EXHIBIT 1

Revised February 11, 1999

### Addendum to Agreement

The Contractor agrees to comply with the terms and conditions set forth hereinbelow. Any violation of the terms or conditions set forth hereinbelow by the Contractor shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with Section 10 of the Agreement, entitled "Termination of Agreement or Suspension of Payment."

1. Conflicts of Interest and Standards of Conduct. The Contractor shall adhere to the provisions relating to Ethics and Conflicts of Interest, set forth hereinbelow, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with ~~Paragraph~~ Section 65 of the Agreement, entitled "Adherence to Village Policies."

### Conflicts of Interest and Standards of Conduct

1. Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize the payment by the Corporation of the reasonable expenses incurred by Directors in the performance of their duties.
2. Impartiality: Every Director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Corporation. No Director or employee shall, in the performance of his or her duties on behalf of the Corporation, grant or make available to any person or entity, including other directors or employees of the Corporation, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Corporation.
3. No Director or employee shall engage in any business transaction or

shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interests of the Corporation or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.

4. No Director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business ef with the Corporation, except that a Director may provide materials, merchandise, property, services or labor under the following circumstances:

- A. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (A) during the same fiscal year does not exceed \$4,000; or
- B. The contract is with a person, firm, partnership, association, or corporation in which the Director has less than a 7.5% share in the ownership, and the aggregate ~~of~~ of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (B) during the same fiscal year does not exceed \$25,000; or
- C. The contract is with a person, firm, partnership, association or corporation in which the Director has less than a 1% share in ownership; or
- D. The Corporation is not a party to the contract, and the contract is rather with a person or entity served by the Corporation as a part of its corporate purpose.

Any contract awarded under this sSection 4 must comply with the Corporation's policies concerning competitive bidding and outreach to women and minority business enterprises. <sup>1</sup>

5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any Director has any financial or person interest, direct or indirect, which

<sup>1</sup>NOTE: The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

may reasonably tend to impair the Director's independence of judgment or action in the best interests of the Corporation, ~~that~~ the Director shall:

- A. Before or during consideration of the proposed action, disclose any such interest to the Board of Directors, and
- B. Abstain from voting on the proposed action.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the Director, but shall not include any interest that a Director may have in a proposed general policy of the Corporation solely by virtue of his business or profession.<sup>2</sup>

- 6. Disclosure and/or Use of Confidential Information: No Director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Corporation or use such information to advance the financial or other private interest of the Director, or employee or others.
- 7. Corporate Property: No Director or employee shall request, permit or engage in the unauthorized use of Corporate-owned funds, vehicles, equipment, materials or property for personal convenience or profit.

2. Procurement Policy. The Contractor agrees to adhere to the provisions set forth hereinbelow relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in

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<sup>2</sup>NOTE: The final sentence in Section 5 is intended to ensure that board members who may be landlords, realtors, bankers, etc. are not prevented from voting on general corporate policies that may have some impact, direct or indirect, on all members of that profession. (i.e., size of estate bonuses, preview policies, etc.)



accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies."

1. All Contracts For Goods and Services Require the Approval of the Board of Directors; Exceptions: No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his/her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his/her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services do not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Corporation, work history with others, quality of work and ability to meet all specifications and/or requirements of the Corporation may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.
2. Contracts Which Require the Use of the Formal Bidding Process. Except as set forth in Paragraph 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his/her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors,

provided that any and all bids received in response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

3. **Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver:** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Corporation and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his/her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

4. **Procedure for Advertising for Bids:** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspapers of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less

than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.

5. **Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids:** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Corporation and shall be forfeited to the Corporation in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.
  
6. **Contracts to be Executed in Writing:** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director and shall be signed by the contractor. One original so executed shall be kept and filed in the Corporate offices and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Corporation.
  
7. **Contractors' Bonds:** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Corporation shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Corporation

against all liabilities, judgments, costs and expenses which may in any manner accrue against the Corporation in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.

The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods or services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefor.

The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

3. Diversity Statement. Twenty years ago the Village of Oak Park first adopted what is now known as the Village's "Diversity Statement". Every new Village Board elected since that time has readopted this Diversity Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit "A", and made a part hereof, is the Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997.

The Contractor, as a Partner Agency of the Village of Oak Park, agrees to adhere to the Diversity Statement, attached hereto as Exhibit "A" with regard to diversity, or

such equivalent policy of the Corporation as is reviewed and approved by the Village in accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies." In carrying out its commitment to diversity, as set forth in the Diversity Statement, the Contractor agrees to use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its organization and to use its best efforts to affirmatively recruit qualified MBE and WBE businesses to participate in the Contractor's process of contracting for goods and services.

The Village shall, upon request, provide the Contractor with the names of known minority and women-owned businesses and business referral agencies.

The Contractor shall annually submit to the Village an E.E.O. Report, the format of which is attached as Exhibit "B", showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor will report the race, sex and job classification for any new employees hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the

Contractor/Partner Agency during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

Said E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

4. Drug Free Work Place. The Contractor agrees to adhere to the following policy related to a drug free work place or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

~~The Contractor shall identify itself and the individual or position which fulfills the "human resources director" function for the Contractor in the following posted notice.~~  
The content of said the notice set forth hereinbelow also sets forth the policy of the Village with regard to the Village as a drug free work place. The Contractor shall post the following notice or its equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Contractor and the individual or position which fulfills the "human resources director" position, where indicated.

#### NOTICE OF A DRUG-FREE WORK PLACE

PURSUANT TO 24 C.R.F. 540.303

All employees should be aware pursuant to Illinois and United States law

and the personnel manual that the (Name of Contractor) is a drug-free work place. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720.I.L.C.S. 570/201 et.seq. and United States law at 21 C.F.R. 108-11 through 1308-15 is prohibited at the work place and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug statute occurring at the work place, must notify the (Human Resources Director) within (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

~~Said notice shall be posted in a conspicuous location on the Contractor's premises where it will be visible to all employees of the Contractor.~~

5. Sexual Harassment Policy. The Contractor agrees to adhere to the sexual harassment policy set forth hereinbelow or to such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

#### SEXUAL HARASSMENT POLICY

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;
- Non-Verbal: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she had been the subject of sexual harassment shall report the alleged conduct immediately to the (Human Resources Director). The information will then be forwarded to the (CEO/Manager/Director). A confidential investigation of any complaint



will be undertaken by the (Human Resources Director).

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited. Any employee found by the Village to have retaliated or discriminated against an employee for complaining about sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

6. Domestic Partnership Program. The Contractor/Partner Agency agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit "C" and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with ~~Paragraph~~ Section 5 of the agreement, entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. The obligations of the Village, set forth hereinabove, shall survive any termination of the agreement between the Contractor and the Village.

7. Compliance with Americans with Disabilities Act (ADA). The Contractor hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) and has submitted to the Village a checklist or comparable self-evaluation together with a brief plan for maintaining compliance with ADA.

8. Compliance with H.U.D. Guidelines. In the event that the Contractor is a recipient of Community Development Block Grant (C.D.B.G.) money under the terms of this agreement, the Contractor hereby confirms its adherence to and compliance with all Department of Housing and Urban Development rules, regulations, and guidelines adopted in relation to the administration of such C.D.B.G. funds.

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## **Diversity Statement**

The people of Oak Park choose this community, not just as a place to live, but as a way of life. Oak Park has committed itself to equality not only because it is legal, but because it is right; not only because equality is ethical, but because it is desirable for us and our children. Ours is a dynamic community that encourages the contributions of all citizens, regardless of race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, mental and/or physical impairment and/or disability, military status, economic class, political affiliation, or any of the other distinguishing characteristics that all too often divide people in society.

Oak Park's proud tradition of citizen involvement and accessible local government challenge us to show others how such a community can embrace change while still respecting and preserving the best of the past. Creating a mutually respectful, multicultural environment does not happen on its own; it must be intentional. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through interaction, we believe we can reconcile the apparent paradox of appreciating and even celebrating our differences while at the same time developing consensus on a shared vision for the future. Oak Park recognizes that a free, open, and inclusive community is achieved through full and broad participation of all its citizenry. We believe the best decisions are made when everyone is represented in decision-making and power is shared collectively.

Oak Park is uniquely equipped to accomplish these objectives, because we affirm all people as members of the human family. We reject the notion of race as a barrier dividing us and we reject prejudicial behavior towards any group of people.

We believe residence in this Village should be open to anyone interested in sharing our benefits and responsibilities.

To achieve our goals, the Village of Oak Park must continue to support the Board's fair housing philosophy that has allowed us to live side-by-side and actively seek to foster unity in our community. We believe that mutual understanding among individuals of diverse backgrounds can best be attained with an attitude of reciprocal good will and increased association.

The Village of Oak Park commits itself to a future ensuring equal access, full participation in all of the Village's institutions and programs, and equality of opportunity in all Village operating policies. The success of this endeavor prepares us to live and work in the twenty-first century.

It is our intention that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

**DOMESTIC PARTNERSHIPS  
FOR EMPLOYEES OF THE VILLAGE OF OAK PARK**

**A. DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

**AFFIDAVIT OF DOMESTIC PARTNERSHIP:** A form provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

**DEPENDENT:** One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

**DOMESTIC PARTNER:** Each adult in a domestic partnership.

**DOMESTIC PARTNERSHIP:** Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older;

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5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;
8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein, and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

**LIVE TOGETHER:** Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

**NECESSITIES OF LIFE:** Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

**TERMINATION OF DOMESTIC PARTNERSHIP:** Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

**B. AFFIDAVIT OF DOMESTIC PARTNERSHIP EXECUTION AND ACCOMPANYING DOCUMENTATION:** An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affidavits will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the

affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

**C. EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein. The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

**D. TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

**E. FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.

**SECTION THREE:** If any provisions or sections of this ordinance or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions, sections or applications of this ordinance which can be given effect without the

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invalid provisions, sections or applications, and are to this end declared to be severable.

SECTION FOUR: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FIVE: THIS ORDINANCE shall be in full force and effect from and after its adoption and publication in accordance with law.

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# VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY

**Item Title:** Resolution Authorizing the Execution of a Contract For Services Between The Village of Oak Park and the Oak Park Area Arts Council For 2011

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action:** February 7, 2011

**Staff Liaison:** Loretta Daly  
Loretta Daly, Business Services Manager

**Village Manager's Office** U/S

**Item History (Previous Board Review, Related Action, History):**  
The 2011 contract between the Village of Oak Park and the Oak Park Area Arts Council continues the existing relationship with three main changes to the agreement. As with all partner agencies, OPAAC's participation in the Village's health insurance program has been discontinued, as required in order to comply with the ERISA law. The Scope of Services has been revised to reflect the current programs administered by the Arts Council, and adds the Arts Council's administration of the "Mini Mural" program, begun last year on the UP railroad embankment. The agreement also includes, as part of the Arts Council's compensation from the Village, the use of office space in Village Hall. This language is included in the agreement to reflect this long standing relationship.  
  
The distribution schedule clarifies that the Village provides certain program costs on a flat fee basis, but that the Village's reimbursement of general administrative costs must be supported by a monthly invoice showing actual costs incurred.

**Item Policy Commentary (Key Points, Recommendation, Background):** The Oak Park Area Arts Council provides arts coordination and funding to local Oak Park Arts organizations. The 2011 Arts Council budget shows a \$2,000 increase to support the new management of activities associated with the Mini Mural Project.

**Item Budget Commentary:** The 2011 budget includes \$104,438 from the General Fund, representing a \$2,000 increase over 2010.

**Proposed Action:** Approve the resolution



**RESOLUTION  
AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES BETWEEN  
THE VILLAGE OF OAK PARK AND THE OAK PARK AREA ARTS COUNCIL  
FOR 2011.**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager is hereby authorized and directed to enter into a Contract for Services between the Village of Oak Park and the Oak Park Area Arts Council for 2011. The agreement shall conform substantially to the Agreement attached hereto and made a part hereof.

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

**ADOPTED** this 7<sup>th</sup> day of **February, 2011** pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this **7th day of February, 2011.**

---

David G. Pope  
Village President

**ATTEST:**

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Teresa Powell  
Village Clerk

**CONTRACT FOR SERVICES BETWEEN  
THE VILLAGE OF OAK PARK AND  
OAK PARK AREA ARTS COUNCIL FOR 2011**

THIS AGREEMENT is entered into by the Village of Oak Park, a municipal corporation (hereinafter referred to as the "Village") and the Oak Park Area Arts Council (hereinafter referred to as "Contractor").

**1. Length of Contract.**

This contract shall commence January 1, 2011, and shall terminate December 31, 2011 and may be terminated by either party with ninety (90) days written notice.

**2. Village Contributions and Payment Schedule.**

**a. Funds**

In consideration of the Contractor undertaking to provide the services set forth in this agreement, the Village agrees to providing funding to the Contractor in accordance with the payment schedule attached hereto as Exhibit 1, subject to the approval of invoices and other required documentation including, but not limited to, all reports required herein. The Arts Council will submit monthly reimbursement requests for actual costs incurred as detailed in their budget. The Village will pay the monthly bills for actual costs incurred, in arrears the following month.

**b. Use of space**

The Village agrees to provide the Contractor with a license to use an office sufficiently large for two work stations in Village Hall. The exact space shall be determined by the Village Manager. The license to use space at Village Hall will also include the use of the common areas of Village Hall such as the hallways, bathrooms and break rooms. The license also includes the use the smaller Village Hall conference rooms, provided, however, that the use of conference rooms is subject to availability with priority given to Oak Park employees and other Village business. The use of conference rooms will governed and scheduled by the Village's then existing conference room reservation procedures.

**3. Scope of Services.**

The Contractor shall perform the services and make a good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.

**4. Compliance With Laws.**

The Contractor, in performing this agreement, shall:

- a. Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice; and
- b. Take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.
- c. Agree and authorize the Village to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- d. Agree not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Contractor in the agreement or payments made pursuant to this agreement.

**5. Adherence to Village Policies.**

The Contractor hereby agrees to adhere to the policies set forth in the Addendum to the Agreement, attached hereto as Exhibit 3, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in the Addendum, attached hereto as Exhibit 3.

All such Contractor policies require prior review and approval by the Village before the Contractor can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 3. Such policies may be submitted to the Village for review and approval prior to the execution of this agreement or at any time during the term of this agreement.

The Village shall provide the Contractor with timely written approval or disapproval of all such policies submitted by the Contractor. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 3. The Contractor may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

The Contractor shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

The Contractor shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

**6. Personnel.**

The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

**7. Approval of Budget.**

The Contractor shall submit to the Village for review, at least one hundred twenty (120) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the Village must receive approval from the Village Board of Trustees. The budget submitted shall conform to the program budget format established by the Village. The annual budget request shall be accompanied

by an updated organizational chart listing positions filled and vacant and reflecting the internal reporting structure of the organization.

**8. Audits and Inspections.**

a. Upon reasonable request, during normal business hours, the Village may examine, and the Contractor shall make available, all of its records used in the preparation of its progress and activity reports to the Village with regard to all programs which are funded in total or in part by the Village or through the Village as funding agent. The Contractor shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the Village deems necessary.

b. The Contractor shall provide the Village with an annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards. The audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

The Contractor shall provide such additional information as the Finance Director may require after the Finance Director's review of the submitted audited annual statement.

Upon the timely request of the Contractor, the Director of Finance for the Village will provide the Contractor with any direction and guidance the Contractor may require with regard to the preparation of the annual audited financial statement.

**9. Reports.**

The Contractor will submit written reports at the times set forth and in the format set forth in Exhibit 2A attached hereto and made a part hereof. Such reports shall be addressed to the Village Manager and shall describe the activities it has undertaken to fulfill the Scope of Services and goals set forth in Exhibit 2.

**10. Termination of Agreement or Suspension of Payment.**

- a. The Contractor hereby acknowledges that the Village Board of Trustees will review the performance criteria of the various agencies receiving funds from the Village during the term of this agreement which may result in amendment to the agreement. This agreement may be terminated without cause by either party upon providing ninety (90) days written notice of its intention to terminate the agreement.
- b. During the term of the agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: 1) use of funds in a manner inconsistent with the scope of services, 2) failure by Contractor in submitting required documentation, 3) submission by Contractor of incorrect or incomplete reports, or 4) Contractor's failure to perform in accordance with the agreement.
- c. In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason stated in this Agreement, the Village shall provide written notice to Contractor of its intention to terminate the agreement for cause or suspend payments if the Contractor fails to cure the noted deficiency within thirty (30) days after receipt of the written notice. The written notice shall provide the Contractor with a description of the alleged deficiency, and shall state a time and place wherein Contractor shall be afforded the opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination of suspension of payments. The Village Manager or his designee shall be present at this meeting and shall make the determination as to whether or not the Village will terminate the agreement or will continue, suspend, or terminate payments. If Contractor fails to adequately refute the alleged deficiencies, or fails to correct the deficiency(ies) within thirty (30) days of receipt of the notice or within such other time frame agreed upon by the Village and Contractor, or if the same deficiency continues to reoccur, the Village may terminate or suspend the payment of funds.

**11. Notices.**

All notices required by this agreement shall be delivered either personally or by certified and regular mail to the Village by delivering or mailing same to the Village Manager at 123

Madison Street, Oak Park, Illinois 60302 and to the Contractor by personal delivery to its Offices in Village Hall, or by mailing same to the Contractor's Executive Director at P. O. Box 950, Oak Park, Illinois 60303. Notice by mail shall be deemed to be delivered three business days after the day of mailing.

**12. Return of Unused Funds to Village After Termination of Agreement or Dissolution of the Contractor's Corporation.**

Upon the dissolution of the Contractor's corporation or termination of this agreement, any unused funds of the Contractor originally provided by the Village shall be immediately returned to the Village. Funds obligated for the purposes set forth in the approved budget which have already been obligated by the Contractor at the time of the dissolution of the Corporation or at the time of the Contractor's receipt of the Village's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section. Upon dissolution, the Arts Council will notify the Village of the individual responsible for winding up their affairs.

**13. Assignment.**

The Contractor shall not assign this agreement or any part thereof and the Contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the Village having first been obtained.

**14. Conflict of Interest.**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

**15. Amendments.**

This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.

**16. Headings.**

The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

**WITNESS:**

\_\_\_\_\_  
Teresa Powell  
Village Clerk

REVIEWED AND APPROVED  
AS TO FORM

FEB 04 2011

  
LAW DEPARTMENT

**OAK PARK AREA ARTS COUNCIL**

\_\_\_\_\_  
Camille Wilson-White

**WITNESS**

\_\_\_\_\_



## EXHIBIT 2

### OAK PARK AREA ARTS COUNCIL 2011 REVISED SCOPE OF SERVICES PROGRAM GOALS AND MEASURES

The Oak Park Area Arts Council (OPAAC) will operate the following programs that support Oak Park's quality of life by creating a community awareness of the arts and providing support to the local arts organizations and individuals.

#### A. SCOPE OF SERVICES

##### 1. Fund Raising

**Artful Object** The annual event invites local artists to donate work for a public silent auction to raise funds for OPAAC. The event also promotes the work individual artists and the local artist community. OPAAC uses the funds from Artful Object, as well as funds from the Village to help fund the grants provided through the Arts Funds program.

##### 2. Arts Funds Grants

OPAAC will administer the Arts Funds grant program, which provides grants to local Oak Park not-for-profit organizations for operations and/or project support. OPAAC will award funds based on Arts Funds criteria including artistic and application merit and to what degree the proposed work contributes to the arts community. Grants are awarded to approximately 25 local organizations that offer programs or performances in the community.

##### 3. Community Awareness/ E-Art newsletter.

OPAAC will create and distribute the E-Art newsletter, an electronic listing of the latest art and cultural happenings in the tri-Village area. The newsletter will be issued every two weeks. It is also a resource for art space listings, employment opportunities, auditions and exhibit space.

4. Arts Programs:

a. Public Art

OPAAC will collaborate with the Village of Oak Park and the Public Art Advisory Commission and local artists to promote the placement of art in public places in the community.

b. Mini Mural Program.

The Arts Council will administer the Mini Mural Program for the Village. Through the Mini Mural program, artists will be selected to paint murals at such locations in the Village as are designated by the Village Manager. The Arts Council will recruit artists applicants and facilitate the selection of the artist and the installation of the art. The Arts Council will work in cooperation with the Public Arts Advisory Council and other members of the public to act as jury for the selection of the murals. The Arts Council will coordinate with appropriate Village staff with regard to the technical requirements for the installation/ application of the murals.

The mini mural program will be conducted in two phases. The first phase of four installations will be completed by April 22, 2011, weather permitting. The second phase of four mural installations will be completed by June 2<sup>nd</sup>, 2011.

The Village will fund the art by paying the artists directly, upon receipt of an invoice from the selected artists. The Village will provide the Arts Council with an administrative fee of \$1,000 for each phase, for a total of \$2,000 in 2011. The Arts Council will send an invoice to the Village, directed to the attention of the Village Manager for their administrative fee.

c. Artist Space Referral

OPAAC will assist arts organizations and artists to find office, retail, and studio or gallery space.

d. Arts Council Galleries

OPAAC will provide Oak Park artists with opportunities to exhibit their artwork in Oak Park.

- e. Technical Assistance Workshops - The Arts Council hosts a technical workshop on grant writing that contributes to the professional development of area arts businesses and arts related not for profits.
- f. Artrageous. OPAAC will administer the Artrageous event, a Village wide celebration of the Arts in multiple venues throughout the Village.
- g. Off the Wall OPAAC will run the "Off the Wall" program, a summer art employment program where area youth work with professional artists to install murals in the Village.

5. Overall Goals for 2011:

- a. Seek funding to supplement and/or supplant Village funds. Maintain a funding and marketing plan that includes a list of grants or other funding sources targeted.
- b. Seek to increase area-wide funding using challenge grants and other techniques. Use only these sources of funds to support artists and organizations outside of Oak Park.
- c. Continue the Youth Summer Arts Program
- d. Work with the Village on studying the feasibility of a performing arts center

**B. PROGRAM EVALUATION**

During the term of this Agreement between the VILLAGE and OPAAC, OPAAC and the VILLAGE shall cooperate in evaluating the services under the Agreement. Any evaluation may be quantitative and descriptive and available to both parties.

**C. REPORTS**

The OPAAC shall provide to the VILLAGE during the term of this Agreement, a monthly report of expenditures, including year to date actuals as compared to the budget, as well as such reports as the VILLAGE may require, including a mid-year report, if requested. In addition, OPAAC will provide the Village with reports demonstrating the performance measure criteria listed in Exhibit 2A.

## EXHIBIT 2A

### ANNUAL OAK PARK AREA ARTS COUNCIL PERFORMANCE MEASURES

- A. Number of Participants in Arts Council supported Programs
  - Students in sponsored or funded programs
  - Participants in Arts Council-sponsored activities (including Artful Object)
  - Participants in Arts Council-funded programs (those programs supported by ArtsFunds)
  - Level of Participation by Artists and Arts organizations in Council sponsored Programs (including the Arts Breakfasts and various workshops)
- B. Number of e-ART subscribers, news stories, and distinct website hits
- C. Amount of Funds granted to local art organizations (and number of awardees)
- D. Level of Private Support for Arts Organizations and Sponsored activities - Funds raised from Private and Outside Sources (including Memberships)
- E. Number of Installations of "Public Art" in the Community (including displays of local artists' works and works placed in cooperation with the Public Art Advisory Commission)
- F. Number of Activities sponsored with or for other organizations (e.g. business groups)
- G. Number of Artists referred to Studio or Residential Spaces
- H. COSTS – The ratio of operating costs to Administration and Program expenses will be calculated by the Village.

**Oak Park Area Arts Council  
FUNDING SCHEDULE - 2011 BUDGET**

Monthly Bills are Paid in Arrears and Submitted and Paid the Following Month

Month	General Fund				TOTAL
	Operating (1)	Off the Wall Program	Mini Mural Program	ARTS Funds	
January	\$5,857.00				\$ 5,857.00
February	\$5,857.00				\$ 5,857.00
March	\$5,857.00		\$1,000.00		\$ 6,857.00
April	\$5,857.00		\$1,000.00		\$ 18,011.00
May	\$5,857.00	\$ 12,154.00		20,000.00	\$ 26,857.00
June	\$5,857.00		\$1,000.00		\$ 5,857.00
July	\$5,857.00				\$ 5,857.00
August	\$5,857.00				\$ 5,857.00
September	\$5,857.00				\$ 5,857.00
October	\$5,857.00				\$ 5,857.00
November	\$5,857.00				\$ 5,857.00
December	\$5,857.00				\$ 5,857.00
<b>TOTALS</b>	<b>\$70,284.00</b>	<b>\$ 12,154.00</b>	<b>\$2,000.00</b>	<b>20,000.00</b>	<b>\$ 104,438.00</b>

(1) Payment subject to Reimbursement Requests of Actual Costs Incurred by Agency

EXHIBIT 1

Revised February 11, 1999

### Addendum to Agreement

The Contractor agrees to comply with the terms and conditions set forth hereinbelow. Any violation of the terms or conditions set forth hereinbelow by the Contractor shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with Section 10 of the Agreement, entitled "Termination of Agreement or Suspension of Payment."

1. **Conflicts of Interest and Standards of Conduct.** The Contractor shall adhere to the provisions relating to Ethics and Conflicts of Interest, set forth hereinbelow, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Paragraph Section 65 of the Agreement, entitled "Adherence to Village Policies."

#### Conflicts of Interest and Standards of Conduct

1. Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize the payment by the Corporation of the reasonable expenses incurred by Directors in the performance of their duties.
2. **Impartiality:** Every Director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Corporation. No Director or employee shall, in the performance of his or her duties on behalf of the Corporation, grant or make available to any person or entity, including other directors or employees of the Corporation, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Corporation.
3. **No Director or employee shall engage in any business transaction or**

shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interests of the Corporation or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.

4. No Director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business of with the Corporation, except that a Director may provide materials, merchandise, property, services or labor under the following circumstances:
  - A. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (A) during the same fiscal year does not exceed \$4,000; or
  - B. The contract is with a person, firm, partnership, association, or corporation in which the Director has less than a 7.5% share in the ownership, and the aggregate ~~or~~ of any contracts awarded to the Director or the Director's firm, association, partnership or corporation under this subsection (B) during the same fiscal year does not exceed \$25,000; or
  - C. The contract is with a person, firm, partnership, association or corporation in which the Director has less than a 1% share in ownership; or
  - D. The Corporation is not a party to the contract, and the contract is rather with a person or entity served by the Corporation as a part of its corporate purpose.

Any contract awarded under this sSection 4 must comply with the Corporation's policies concerning competitive bidding and outreach to women and minority business enterprises. <sup>1</sup>

5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any Director has any financial or person interest, direct or indirect, which

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<sup>1</sup>NOTE: The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

may reasonably tend to impair the Director's independence of judgment or action in the best interests of the Corporation, that the Director shall:

- A. Before or during consideration of the proposed action, disclose any such interest to the Board of Directors, and
- B. Abstain from voting on the proposed action.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the Director, but shall not include any interest that a Director may have in a proposed general policy of the Corporation solely by virtue of his business or profession.<sup>2</sup>

- 6. Disclosure and/or Use of Confidential Information: No Director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Corporation or use such information to advance the financial or other private interest of the Director, or employee or others.
- 7. Corporate Property: No Director or employee shall request, permit or engage in the unauthorized use of Corporate-owned funds, vehicles, equipment, materials or property for personal convenience or profit.

2. Procurement Policy. The Contractor agrees to adhere to the provisions set forth hereinbelow relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in

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<sup>2</sup>NOTE: The final sentence in Section 5 is intended to ensure that board members who may be landlords, realtors, bankers, etc. are not prevented from voting on general corporate policies that may have some impact, direct or indirect, on all members of that profession. (~~i.e., size of effort bonuses, preview policies, etc.~~)



accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies."

1. **All Contracts For Goods and Services Require the Approval of the Board of Directors; Exceptions:** No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his/her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his/her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services do not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Corporation, work history with others, quality of work and ability to meet all specifications and/or requirements of the Corporation may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.

2. **Contracts Which Require the Use of the Formal Bidding Process.** Except as set forth in Paragraph 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his/her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors,

provided that any and all bids received in response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

3. **Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver:** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Corporation and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his/her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

4. **Procedure for Advertising for Bids:** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspapers of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less

than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.

5. **Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids:** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Corporation and shall be forfeited to the Corporation in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.
  
6. **Contracts to be Executed in Writing:** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director and shall be signed by the contractor. One original so executed shall be kept and filed in the Corporate offices and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Corporation.
  
7. **Contractors' Bonds:** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Corporation shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Corporation

against all liabilities, judgments, costs and expenses which may in any manner accrue against the Corporation in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.

The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods or services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefor.

The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

**3. Diversity Statement.** Twenty years ago the Village of Oak Park first adopted what is now known as the Village's "Diversity Statement". Every new Village Board elected since that time has readopted this Diversity Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit "A", and made a part hereof, is the Diversity Statement adopted by the President and Board of Trustees of the Village of Oak Park in 1997.

The Contractor, as a Partner Agency of the Village of Oak Park, agrees to adhere to the Diversity Statement, attached hereto as Exhibit "A" with regard to diversity, or

such equivalent policy of the Corporation as is reviewed and approved by the Village in accordance with Section 5 of the Agreement, entitled "Adherence to Village Policies." In carrying out its commitment to diversity, as set forth in the Diversity Statement, the Contractor agrees to use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its organization and to use its best efforts to affirmatively recruit qualified MBE and WBE businesses to participate in the Contractor's process of contracting for goods and services.

The Village shall, upon request, provide the Contractor with the names of known minority and women-owned businesses and business referral agencies.

The Contractor shall annually submit to the Village an E.E.O. Report, the format of which is attached as Exhibit "B", showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor will report the race, sex and job classification for any new employees hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the

Contractor/Partner Agency during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

Said E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

4. Drug Free Work Place. The Contractor agrees to adhere to the following policy related to a drug free work place or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

~~The Contractor shall identify itself and the individual or position which fulfills the "human resources director" function for the Contractor in the following posted notice.~~ The content of said the notice set forth hereinbelow also sets forth the policy of the Village with regard to the Village as a drug free work place. The Contractor shall post the following notice or its equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Contractor and the individual or position which fulfills the "human resources director" position, where indicated.

#### NOTICE OF A DRUG-FREE WORK PLACE

PURSUANT TO 24 C.R.F. 540.303

All employees should be aware pursuant to Illinois and United States law

and the personnel manual that the (Name of Contractor) is a drug-free work place. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720.I.L.C.S. 570/201 et.seq. and United States law at 21 C.F.R. 108-11 through 1308-15 is prohibited at the work place and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug statute occurring at the work place, must notify the (Human Resources Director) within (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

~~Said notice shall be posted in a conspicuous location on the Contractor's premises where it will be visible to all employees of the Contractor.~~

5. **Sexual Harassment Policy.** The Contractor agrees to adhere to the sexual harassment policy set forth hereinbelow or to such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

#### **SEXUAL HARASSMENT POLICY**

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;
- Non-Verbal: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she had been the subject of sexual harassment shall report the alleged conduct immediately to the (Human Resources Director). The information will then be forwarded to the (CEO/Manager/Director). A confidential investigation of any complaint



will be undertaken by the (Human Resources Director).

Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited. Any employee found by the Village to have retaliated or discriminated against an employee for complaining about sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

6. Domestic Partnership Program. The Contractor/Partner Agency agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit "C" and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with ~~Paragraph~~ Section 5 of the agreement, entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. The obligations of the Village, set forth hereinabove, shall survive any termination of the agreement between the Contractor and the Village.

7. Compliance with Americans with Disabilities Act (ADA). The Contractor hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) and has submitted to the Village a checklist or comparable self-evaluation together with a brief plan for maintaining compliance with ADA.

8. Compliance with H.U.D. Guidelines. In the event that the Contractor is a recipient of Community Development Block Grant (C.D.B.G.) money under the terms of this agreement, the Contractor hereby confirms its adherence to and compliance with all Department of Housing and Urban Development rules, regulations, and guidelines adopted in relation to the administration of such C.D.B.G. funds.

###



## DIVERSITY STATEMENT

Adopted by President and Board of Trustees  
April 7, 2003

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The people of Oak Park choose this community, not just as a place to live, but as a way of life. Oak Park has committed itself to equality not only because it is legal, but because it is right; not only because equality is ethical, but because it is desirable for us and for our children. Ours is a dynamic community that encourages the contributions of all citizens, regardless of race, gender, age, ethnicity, sexual orientation, disability, religion, economic status, political affiliation, or any of the other distinguishing characteristics that all too often divide people in society.

Oak Park's proud traditions of citizen involvement and accessible local government challenge us to show others how such a community can embrace change while still respecting and preserving the best of the past. Creating a mutually respectful, multi-cultural environment does not happen on its own; it must be intentional. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through interaction, we believe we can reconcile the apparent paradox of appreciating and even celebrating our differences while at the same time developing consensus on a shared vision for the future. Oak Park recognizes that a free, open and inclusive community is achieved through full and broad participation of all its citizen. We believe the best decisions are made when everyone is represented in decision-making and power is shared collectively.

Oak Park is uniquely equipped to accomplish these objectives because we affirm all people as members of the human family. We reject the notion of race as a barrier dividing us and we reject prejudicial behavior towards any group of people. We believe residency in this Village should be open to anyone interested in sharing our benefits and responsibilities.

To achieve our goals, the Village of Oak Park must continue to support the Board's fair housing philosophy that has allowed us to live side-by-side and actively seek to foster unity in our community. We believe that mutual understanding among individuals of diverse backgrounds can best be attained with an attitude of reciprocal good will and increased association.

The Village of Oak Park commits itself to a future ensuring equal access. Full participation in the Village's institutions and programs, and equality of opportunity in all Village operating policies. The success of this endeavor prepares us to live and work in the twenty-first century.

It is our intention that such principles will be a basis for policy and decision-making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

**DOMESTIC PARTNERSHIPS  
FOR EMPLOYEES OF THE VILLAGE OF OAK PARK**

**A. DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

**AFFIDAVIT OF DOMESTIC PARTNERSHIP:** A form, provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

**DEPENDENT:** One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

**DOMESTIC PARTNER:** Each adult in a domestic partnership.

**DOMESTIC PARTNERSHIP:** Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older;

5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;
8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

**LIVE TOGETHER:** Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

**NECESSITIES OF LIFE:** Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

**TERMINATION OF DOMESTIC PARTNERSHIP:** Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

**B. AFFIDAVIT OF DOMESTIC PARTNERSHIP: EXECUTION AND ACCOMPANYING DOCUMENTATION.** An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affiants will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the

affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

**C. EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein. The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

**D. TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

**E. FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.

**SECTION THREE:** If any provisions or sections of this ordinance or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions, sections or applications of this ordinance which can be given effect without the

invalid provisions, sections or applications, and are to this end declared to be severable.

SECTION FOUR: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FIVE: THIS ORDINANCE shall be in full force and effect from and after its adoption and publication in accordance with law.

D(47)

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title:** Resolution Authorizing the Execution of Agreement between the Village of Oak Park and the Oak Park Area Convention and Visitors Bureau for 2011

**Resolution No.** \_\_\_\_\_

**Date of Board Action**                      **February 7, 2011**

**Staff Review:**

  
\_\_\_\_\_  
Loretta Daly, Business Services Manager

**Village Manager's Office**

  
\_\_\_\_\_

**Item History:** The Oak Park Area Convention and Visitors Bureau provides tourism and marketing assistance to the various tourism and cultural attractions in the Village and also promotes the Village of Oak Park regionally, nationally, and internationally.

**Item Policy Commentary:**

The 2011 contract between the Village of Oak Park and the Oak Park Area Convention and Visitors Bureau continues the existing relationship with only minor alterations. The expanded Scope of Services which was created in 2009 is continued in this contract.

The Visitors Bureau's participation in the Village's Health Insurance program was necessarily discontinued to comply with ERISA laws.

The contract clarifies that monthly invoices will be submitted based on documented expenditures.

**Item Budget Commentary:**

The Village's 2011 budget includes a General Fund contribution of \$202,644. Included in this contribution is all revenue received from the Village imposed Hotel Tax of 4%. Staff estimates that the 2011 Hotel/Motel Tax will generate approximately \$130,000, leaving approximately \$72,000 to be funded out of general fund sources.

**Proposed Action:** Approve the resolution.



**RESOLUTION  
AUTHORIZING EXECUTION OF CONTRACT FOR SERVICES  
BETWEEN THE VILLAGE OF OAK PARK AND  
THE OAK PARK AREA CONVENTION AND VISITOR'S BUREAU  
FOR 2011**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager is hereby authorized and directed to execute Contract for Services Between the Village of Oak Park and the Oak Park Area Convention And Visitors Bureau. The agreement shall conform substantially to the Agreement attached hereto as Exhibit A and made a part hereof.

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

**ADOPTED** this 7th day of **February, 2011** pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this 7th day of **February, 2011**.

---

David G. Pope  
Village President

**ATTEST:**

---

Teresa Powell  
Village Clerk

**CONTRACT FOR SERVICES BETWEEN  
THE VILLAGE OF OAK PARK AND  
OAK PARK AREA CONVENTION AND VISITORS BUREAU**

THIS AGREEMENT is entered into by the Village of Oak Park, a municipal corporation (hereinafter referred to as the "Village") and the Oak Park Area Convention and Visitors Bureau (hereinafter referred to as "Contractor or "Visitors Bureau").

**1. Length of Contract**

This contract shall commence January 1, 2011, and shall terminate December 31, 2011, and may be terminated by either party with ninety (90) days written notice.

**2. Village Funding and Payment Schedule**

In consideration of the Contractor undertaking to provide the services set forth in this agreement, the Village agrees to pay the Contractor in accordance with the payment schedule attached hereto as Exhibit 1 subject to approval of invoices and other required documentation including, but not limited to, all reports required herein. Invoices shall be supported by a monthly progress report, a cash disbursement journal and a year-to-date actual expenditures v. budget report. The Village will pay all approved invoices within 30 days of submission.

**Lease.** The Village agrees to continue the existing zero rent lease for the period of January 1, 2011 through December 31, 2011 for premises located at 1118 Westgate in accordance with the terms and conditions of Attachment B.

**3. Scope of Services**

The Contractor shall perform the services and make a good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.

**4. Compliance With Laws**

The Contractor, in performing this agreement, shall:

a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice; and

b) Take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

c) The Contractor agrees and authorizes the Village to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

d) The Contractor agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the Contractor in the agreement or payments made pursuant to this agreement.

##### **5. Adherence to Village Policies**

The Contractor hereby agrees to adhere to the policies set forth in the Addendum to the Agreement, attached hereto as Exhibit 3, or, in the alternative, that it will have adopted policies of its own which are in substantial compliance with the policies set forth in the Addendum.

All such Contractor policies require prior review and approval by the Village before the Contractor can substitute adherence to its own policies for adherence to the Village policies set forth in Exhibit 3. Such policies may be submitted to the Village for review and approval prior to the execution of this agreement or at any time during the term of this agreement.

The Village shall provide the Contractor with timely written approval or disapproval of all such policies submitted by the Contractor. Disapproval shall be accompanied by the specific reasons why the submitted policy is not in substantial compliance with the Village policy set forth in Exhibit 3. The Contractor may revise and resubmit policies to the Village for review and approval. Approval shall not be unreasonably withheld by the Village.

The Contractor shall be obligated to adhere to the policies set forth in Exhibit 3 until such time as its own written equivalent policy or policies have been filed with and approved by the Village.

The Contractor shall be obligated to submit any change in, or amendment to, such approved policy during the term of this agreement to the Village for its approval in the same manner as if it were submitting an entire new policy to the Village for its review and approval.

**6. Personnel**

The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

**7. Approval of Budget**

The Contractor shall submit to the Village for review, at least one hundred twenty (120) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the Village must receive approval from the Village Board of Trustees. The budget submitted shall conform to the program budget format established by the Village. The annual budget request shall be accompanied by an updated organizational chart listing positions filled and vacant and reflecting the internal reporting structure of the organization.

**8. Audits and Inspections**

a) Upon reasonable request, during normal business hours, the Village may examine, and the Contractor shall make available, all of its records used in the preparation of its progress and activity reports to the Village with regard to all programs which are funded in total or in part by the Village or through the Village as funding agent. The Contractor shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the Village deems necessary.

b) The Contractor shall provide the Village with an annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards. The audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

The Contractor shall provide such additional information as the Finance Director may require after the Finance Director's review of the submitted audited annual statement.

Upon the timely request of the Contractor, the Director of Finance for the Village will provide the Contractor with any direction and guidance the Contractor may require with regard to the preparation of the annual audited financial statement.

**9. Reports**

The Contractor will submit written reports as required in Exhibit 2 and as set forth in Exhibit 2A attached hereto and made a part hereof. Such reports shall be addressed to the Village Manager and describe the activities it has undertaken to fulfill the Scope of Services and goals set forth in Exhibit 2.

**10. Termination of Agreement or Suspension of Payment**

a) The Contractor hereby acknowledges that the Village Board of Trustees will review the performance criteria of the various agencies receiving funds from the Village during the term of this agreement which may result in amendment to the agreement. This agreement may be terminated without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.

b) During the term of the agreement, the Village may terminate the agreement for cause or suspend payments of grant funds due to: 1) use of funds in a manner inconsistent with the scope of services, 2) failure by Contractor in submitting required documentation, 3) submission by Contractor of incorrect or incomplete reports, or 4) Contractor's failure to perform in accordance with the agreement.

c) In the event the Village elects to terminate this agreement for cause or to suspend payments under this agreement for any reason stated above in sub-paragraph 10b of this Section, the Village shall provide written notice to Contractor of its intention to terminate the agreement for cause or suspend payments if the Contractor fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notification shall provide the Contractor with a description of the alleged deficiency, and shall state a time and place wherein Contractor shall be afforded the opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination of suspension of payments. The Village Manager or his designee shall be present at this meeting and shall make the determination as to whether or not the Village will terminate the agreement or will continue, suspend, or terminate payments. If Contractor fails to adequately refute the alleged deficiencies, or fails to correct the deficiency (ies) within thirty (30) days of receipt of the Village's notice or within such other time frame agreed upon by the Village and Contractor, or

if the same deficiency continues to reoccur, the Village may terminate or suspend the payment of funds.

**11. Notices**

All notices required by this agreement shall be delivered either personally or by certified and regular mail to the Village by delivering or mailing same to the Village Manager at 123 Madison Street, Oak Park, Illinois 60302 and to the Contractor by delivering or mailing same to the Oak Park Area Convention and Visitors Bureau's President and Chief Executive Officer, 1118 Westgate, Oak Park, IL 60301. Notice by mail shall be deemed to be delivered three business days after mailing.

**12. Return of Unused Funds to Village After Termination of Agreement or Dissolution of the Contractor's Corporation**

Upon the dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the Village shall be immediately returned to the Village. Funds which have already been obligated by the Contractor at the time of the dissolution of the Corporation or at the time of the Contractor's receipt of the Village's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section. Upon dissolution, Contractor will provide the Village with the name of the individual or entity responsible for winding up its affairs.

**13. Assignment**

The Contractor shall not assign this agreement or any part thereof and the Contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the Village having first been obtained.

**14. Conflict of Interest**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

**15. Amendments**

This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.

**16. Headings**

The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Thomas W. Barwin  
Village Manager

REVIEWED AND APPROVED  
AS TO FORM

FEB 04 2011  
*Thomas W. Barwin*  
LAW DEPARTMENT

Attest:

\_\_\_\_\_  
Teresa Powell  
Village Clerk

**OAK PARK AREA CONVENTION & VISITORS BUREAU**

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_

**FUNDING SCHEDULE - 2011 BUDGET**  
**Oak Park Area Convention and Visitors Bureau**

Monthly Bills are Paid in Arrears and Submitted and Paid  
the Following Month

<b>Month</b>	<b>General Fund</b>	<b>Cumulative TOTAL</b>
<b>January</b>	<b>\$ 46,000.00</b>	<b>\$ 46,000.00</b>
<b>February</b>	<b>\$ 13,500.00</b>	<b>\$ 59,500.00</b>
<b>March</b>	<b>\$ 13,500.00</b>	<b>\$ 73,000.00</b>
<b>April</b>	<b>\$ 13,500.00</b>	<b>\$ 86,500.00</b>
<b>May</b>	<b>\$ 13,500.00</b>	<b>\$ 100,000.00</b>
<b>June</b>	<b>\$ 13,500.00</b>	<b>\$ 113,500.00</b>
<b>July</b>	<b>\$ 36,000.00</b>	<b>\$ 149,500.00</b>
<b>August</b>	<b>\$ 27,000.00</b>	<b>\$ 176,500.00</b>
<b>September</b>	<b>\$ 13,500.00</b>	<b>\$ 190,000.00</b>
<b>October</b>	<b>\$ 12,644.00</b>	<b>\$ 202,644.00</b>
<b>November</b>		<b>\$ 202,644.00</b>
<b>December</b>		<b>\$ 202,644.00</b>
<b>TOTALS</b>	<b>\$ 202,644.00</b>	<b>\$ 202,644.00</b>

**Total funding for 2010 = \$202,644**

**EXHIBIT 1**



## EXHIBIT 2

### OAK PARK AREA CONVENTION AND VISITORS BUREAU

#### SCOPE OF SERVICES

#### PROGRAM GOALS

1. **Scope of Services.** The Visitor's Bureau will perform the following services:
  - (A) Promote Village of Oak Park events and tourism attractions on behalf of the Oak Park attractions, including promoting and serving the following:
    - Frank Lloyd Wright Home & Studio
    - Frank Lloyd Wright's Unity Temple
    - Historic Pleasant Home
    - The Arts Center
    - Cheney Mansion
    - Oak Park Conservatory
    - Hemingway Birthplace and Museum
    - Historic Districts
    - Art, Music and Theatre special events
    - Wonderworks: A Children's Museum in Oak Park
    - Historical Society of Oak Park and River Forest
    - Business District Promotions/Shopping
    - Dining in Oak Park-Restaurants
    - Lodging in Oak Park Hotels and Bed & Breakfasts
  - (B) Act as a catalyst to promote the development of additional attractions or other organizations that could potentially develop as a tourist attraction.
  - (C) Publish in print and electronically an annual consumer-marketing brochure. The Visitor's Bureau will place advertising in consumer and trade publications to attract visitors. In addition, the Bureau will develop targeted promotional initiatives to support events and attract diverse audiences as needed.
  - (D) Operate the Visitors Center located at 1010 Lake Street. In general the Center will be open daily to the public and provide information, tourist attraction ticket sales and other services to tourists from 10:00 a.m. to 5:00 p.m. except between November and March when hours will be from 10:00 a.m. to 4:00 p.m. The Visitors Center will close all day Thanksgiving, Christmas and New Years Day.

- (E) Consult with, and assist, the boards and organizations of specific attractions currently in existence, or to be formed, and owners of retail and commercial businesses which will be promoted by the Visitor's Bureau in order to increase sales due to tourism.
- (F) Offer assistance to tourist attractions, businesses and property owners and make recommendations to the Village of Oak Park to mitigate potential adverse traffic congestion from tourism related events and other tourism related impacts on residential neighborhoods.
- (G) Implement and coordinate the tourism related policies and procedures adopted by the Village of Oak Park related to the movements of buses and other tour operations. The Visitor's Bureau shall be responsible for notifying tour and bus operators and other affected entities or individuals of such policies and procedures.
- (H) Recommend tourism policies to the Village which address the growth of tourism in the Village by working with representatives from all attractions, neighborhoods, and affected areas to develop an overall tourist policy which will address coordination of hours, ticketing, transportation, unified themes and Village tours. The Bureau will especially be cognizant of the effect that tourism can have on adjacent neighborhoods and will work effectively when necessary in addressing the impacts of tourism on adjacent residential areas.
- (I) Facilitate management and marketing opportunities for the variety of attractions and businesses in the Village. The Bureau will require that all new attractions seeking the assistance of the Bureau must submit a development plan for day-to-day management and year-round operation.
- (J) Coordinate and disseminate a master calendar of events to insure a diversity of activity for visitors. A current local central registry for events scheduled for the Village will be maintained on the internet by the Bureau. This registry will be updated daily by proactive solicitation to Oak Park attractions including those listed in **Section A** above and from Oak Park taxing bodies.
- (K) Provide referral services to groups visiting Oak Park needing technical or professional assistance in setting up events in the Village.
- (L) Coordinate and facilitate the development of marketing strategies targeted to expanding small and corporate professional meetings and conventions in Oak Park that include requirements for overnight accommodations.
- (M) Continue its cooperation with the State of Illinois Department of Tourism and other municipal governments in Western Cook County with the objective of obtaining grants, contributions and membership dues from the State and from public and private sources in the other municipalities. The Visitor's Bureau shall also continue to work with public and private groups in its designated service area to develop and promote their tourism attractions as part of an area-wide tourism program.
- (N) Maintain its web site ([www.visitoakpark.com](http://www.visitoakpark.com)). The web site allows Internet users to send the Visitors Bureau a request for information electronically, and the Visitors Bureau shall continue

to respond to these requests. The web site shall be maintained regularly and kept up to date, and be linked to the State of Illinois calendar of events and other local and national promotional sites as warranted.

- (O) Quantify the economic impact of tourism on Oak Park, specifically by conducting the advertising conversion studies and tourism intercept studies required by the State of Illinois. The Bureau will work on methods to document Oak Park spending reports by out-of-town visitors. The Bureau, in partnership with the Village, will explore the feasibility of tracking spending by visitors using any non-personal credit card data that is available. A report of all activities regarding these efforts will be submitted with the June 2011 monthly activity report.
- (P) Cooperate with Chicago area public transit agencies serving Oak Park to promote tourism opportunities within the Village of Oak Park.

**Reporting.** The Visitor's Bureau will submit written monthly activity reports addressed to the Village Manager describing the services it has undertaken to fulfill the Scope of Services. Included in all reports shall be reporting data required by the State of Illinois including but not limited to the following: Number of ad placements with number of responses generated, Number of pieces sent direct mail with number of responses generated, Number of sales/marketing leads generated, Number of contacts made, Number of Bookings made, number of Phone calls generated by promotions and Number of web site inquiries received and answered. The annual report should also include actual financial reports reflecting membership revenues, State of Illinois and private sector grants and donations, and visitors center sales revenue. Finally, the number of Oak Park Visitors Bureau memberships shall be included in the report.

In addition, the Visitor's Bureau shall provide the Village with its annual update to its strategic Marketing and Promotion Plan, and any conversion, intercepts or performance study required by the State of Illinois pursuant to their grant of funds to the Bureau. These studies shall be submitted at the time of or soon after the completion of these documents.

The Visitor's Bureau shall annually provide the Village with performance measurement data outlined in Exhibit 2A. During the term of this Agreement the parties shall cooperate with evaluations in regard to its services under the Agreement. Any evaluation may be quantitative and descriptive and available to both parties.

**EXHIBIT 2A**  
**ANNUAL PERFORMANCE MEASUREMENTS**  
**OAK PARK AREA VISITORS AND CONVENTION BUREAU**

- A. Oak Park Attractions Attendance
  - 2010 data and past trends
- B. Oak Park Hotel / Motel Tax Revenue
  - 2010 data and past trends
- C. Latest Estimates of Spending Per Visitor and Extrapolated Visitor related spending
  - from any state required intercept studies
  - from non-personal credit card data as might become available if feasible
- D. Area Occupancy and Tourist Trend Data
  - From hotel tracking provided monthly by Smith Travel Research
- E. COSTS
  - Operating Costs Ratio to Administration, Programs & Capital to be calculated by Village of Oak Park

**Attachment B**

**Commercial Lease**

**DATE OF LEASE:** January 1, 2007

**TERM OF LEASE:** **Beginning:** January 1, 2007  
**Ending:** May 31, 2007

**ANNUAL RENT:** \$0.00

**LOCATION OF PREMISES:** 1118 Westgate

**PURPOSE:** Oak Park Area Convention and Visitor's Bureau

---

**LESSOR**

Village of Oak Park  
123 Madison Street  
Oak Park, IL 60302

**LESSEE**

Oak Park Area Conventions and Visitor's Bureau  
1118 Westgate  
Oak Park, IL 60301

In consideration of the mutual covenants and agreements herein stated, the Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor solely for the above purposes the premises designated above, together with the appurtenances thereto, for the above Term.

1. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, not offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than the above mentioned, without in each case the written consent of Lessor.
2. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at is own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as at the date of the execution hereof, loss by fire and reasonable wear and tear expected.
3. Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time.

- 4. Lessor and Lessee shall have the option to cancel this lease by notice serves upon the Lessee at least three (3) months prior thereto. Lessor and Lessee shall also have the option to renew this lease after May 31, 2007 in six (6) month increments by mutual agreement of the Lessee and the Lessor. No reason to cancel this lease need be given or exist. This lease may be cancelled immediately at the option of the Lessor if the Lessee fails to remain an Illinois not-for-profit corporation.

**In Witness Whereof**, the undersigned has executed and delivered this Lease as of the date first above written.

BY: 

BY: \_\_\_\_\_

TITLE: Village Manager  
Lessor

TITLE: President  
Lessee

**ORIGINAL**

REVIEWED AND APPROVED  
AS TO FORM

JAN 04 2007

\_\_\_\_\_  
LAW DEPARTMENT

# VILLAGE OF OAK PARK

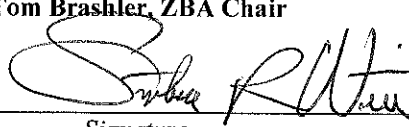
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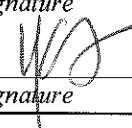
## AGENDA ITEM COMMENTARY

**Item Title: Motion To Accept The Zoning Board of Appeals' Recommendation & Findings of Facts As Proposed And Direct Staff To Prepare An Ordinance Approving A Special Use Permit To Operate A Bed And Breakfast At 605 Iowa Street.**

**Date of Board Action:** February 7, 2011

**Submitted by:** Tom Brashler, ZBA Chair

**Department Director:**   
Signature

**Village Manager's Office:**   
Signature

**Item History:**

On October 25, 2010, Samuel Gevisenheit and Charles Tupta, applicants, submitted an application pursuant to Section 4.5.2 (DD) (Bed and Breakfasts) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit, authorizing the operation of a bed and breakfast in a single-family dwelling located at 605 Iowa Street.

On November 1, 2010, The Village Board pursuant to Section 2.2.3(C) (The Hearing) of the Zoning Ordinance referred the application for special use permit to the Zoning Board of Appeals, sitting as a Zoning Commission, in order to conduct a public hearing.

On December 1, 2010, the Zoning Commission held a public hearing on this matter.

On January 5, 2011, by a 5-0 vote, the Zoning Commission passed a recommendation to the President and Board of Trustees that a special-use permit be granted pursuant to the provisions of Sections 4.5.2 (DD) of the Oak Park Zoning Ordinance for the operation of a Bed & Breakfast facility at 605 Iowa Street, subject to three (3) conditions and restrictions as outlined in the recommendation and findings of facts. See the attached recommendation and findings of facts.

**Item Policy Commentary:**

Applicants propose to operate a bed and breakfast within their private residence providing for three guest units for rent. Section 4.5.2 (DD) of the Zoning Ordinance of the Village of Oak Park states that a "Duly licensed bed and breakfast guest units in single-family dwelling shall be permitted as special uses, provided the bed and breakfast does not generate a significant increase in pedestrian or vehicular traffic within the residential district in which it is located and provided that the President and Board of Trustees determine that the establishment will not change the character of the single-family dwelling unit or adversely affect the character of the neighborhood or the enjoyment of adjacent properties."

**Staff Commentary:**

Village Staff supports the recommendation by the Zoning Board of Appeals.

**Item Budget Commentary:**

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

**Proposed Action:**

Accept the Zoning Board of Appeal's recommendation and findings of facts as proposed and direct staff to prepare the necessary documents for an Ordinance approving a special use permit for a Bed & Breakfast at 605 Iowa.

Attached: Special use permit application and Zoning Board of Appeal's Recommendation and Findings of Facts



# Exhibit I

January 5, 2011

President and Board of Trustees  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

Re: Application for a Special Use Permit to Permit the Operation of a  
Bed and Breakfast Establishment at 605 Iowa Street, Oak Park

Dear Ladies and Gentlemen:

In their Application dated October 23, 2010, Samuel Gevisenheit and Charles Tupta (hereinafter sometimes referred to as the “the Applicants”), filed an application with the Village of Oak Park for a special-use permit, pursuant to Sections 3.1 (Summary Use Matrix) and 4.5.2 (DD) (Bed and Breakfasts) of the Zoning Ordinance of the Village of Oak Park, authorizing the operation of a bed and breakfast establishment at the property commonly known as 605 Iowa Street, Oak Park, Illinois (hereinafter sometimes referred to as the “Subject Property”). This matter was referred to the Zoning Board of Appeals, sitting as a Zoning Commission, (hereinafter “this Zoning Board”) to hold the required public hearing.

A public hearing was scheduled for December 1, 2010, at 7:00 p.m. in the Council Chambers of the Village Hall, 123 W. Madison, Oak Park, Illinois. Notice of the time and place of this public hearing was published on November 10, 2010, in the “Wednesday Journal,” a newspaper of general circulation in the Village of Oak Park. A

notice was posted at the Subject Property and letters were mailed by the Zoning Officer to owners of record within 500' of the Subject Property as provided by the Applicants, advising them of this proposal and the public hearing to be held thereon.

A public hearing was held on December 1, 2010 at which hearing a quorum of the members of the Zoning Board was present.

Having fully heard and considered the testimony and evidence received at the public hearing, this Zoning Board makes the following findings of fact:

#### FINDINGS OF FACT

1. That the Subject Property is a zoning lot approximately 95' x 174'; is located at the southwest corner of Iowa Street and East Avenue in the "R-1" Single-Family District and in the Frank Lloyd Wright Prairie School of Architecture Historic District; and is improved with a two-story brick, 7000 square foot historic home and detached three-car garage which were constructed in approximately 1910.
2. That the Applicants purchased the Subject Property in 1998 and have resided there since. The Subject Property was formerly used to house clergy in the Catholic Church. Since their purchase of the Subject Property, the Applicants have restored the Prairie Georgian Revival home to its original condition. The Applicants have on one or more occasion opened their home for visitors and tourists as part of in the annual Wright Plus Walk.
3. That the Applicants propose to call their home "Bishop Hall" and use it to operate a small-scale luxury bed and breakfast establishment. They will continue to reside in the home, but propose using three rooms with private baths for overnight guests, limiting each room to double occupancy, for a total capacity of six people. Given the three-car

garage and the 100' wide x 35' long driveway, the Subject Property can accommodate at least seven vehicles.

4. That the Subject Property is surrounded by single-family homes in the "R-1" Single-Family District.

5. That the Applicants have applied for a special use permit for a bed and breakfast pursuant to Section 4.5.2 (DD) of the Zoning Ordinance which states:

**Bed and Breakfasts**

Duly licensed bed and breakfast guest units in single-family dwellings shall be permitted as special uses, provided the bed and breakfast does not generate a significant increase in pedestrian or vehicular traffic within the residential district in which it is located and provided that the President and Board of Trustees determine that the establishment will not change the character of the single-family dwelling unit or adversely affect the character of the neighborhood or the enjoyment of adjacent properties. No such bed and breakfast shall be located within 500 feet of one another. However, this spacing requirement may be waived and a special use issued by a 2/3 vote of the Board of Trustees if the cumulative effect of such uses would not alter the residential character of the neighborhood or have any adverse impact on surrounding properties.

6. That Section 9.23 of the Zoning Ordinance defines "Bed-and-Breakfast" as:

**Bed-and-Breakfast**

A residence, in which the owner either resides or which the owner controls while residing in a residence adjacent thereto, is providing accommodations for a charge to the public with no more than five guest units for rent, in operation for more than ten nights in a twelve-month period. Only the breakfast meal may be provided to the registered guests. The service of food to the public for a charge is otherwise prohibited. Bed-and-breakfast establishments shall not include motels, hotels, rooming or boarding houses or facilities, or food service establishments.

7. That the evidence indicated that the issuance of a special-use permit allowing the operation of a bed and breakfast on the Subject Property is desirable to provide a facility which is in the interest of the public convenience and will contribute to the general

welfare of the neighborhood or community. The evidence indicated that there is a significant need for quality, overnight accommodations for visitors in the Village. Establishment of a bed and breakfast at the Subject Property will tend to promote tourism and help make Oak Park an overnight tourist destination.

8. That the evidence indicated that the proposed use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare. Given the large size of both the Applicants' home and parking area, the overnight guests should easily be accommodated without adversely affecting the neighbors or the neighborhood.

9. That the evidence indicated that the proposed use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the "R-1" Single-Family District regulations. The Applicants are not proposing any changes to the exterior configuration of their home or garage.

10. That the evidence indicated that the proposed use complies with the more specific standards and criteria established in Sections 4.5.2(DD) and 9.23 set forth above.

a) That the evidence indicated that the proposed bed and breakfast will not generate a significant increase in pedestrian or vehicular traffic within the residential district in which it is located.

b) That the evidence indicated that the proposed bed and breakfast will not change the character of the neighborhood or the enjoyment of adjacent properties.

c) That the evidence indicated that no bed and breakfast is located within 500 feet of the Subject Property.

d) That the Applicants will continue to reside in the home while they operate it as a bed and breakfast.

e) That the Applicants' proposed rental of three guest rooms in their home is within the number of guest units (five) permitted by the Zoning Ordinance.

f) That the Applicants propose to provide only the breakfast meal to registered guests.

11. That Section 6.2.2(D) of the Zoning Ordinance sets the number of required off-street parking spaces for bed and breakfast establishments at one per dwelling unit and one per guest room. Thus, the Applicants' proposed establishment would require four parking spaces (one for the dwelling unit and three for the guest rooms) where at least seven spaces are provided.

12. That the Applicants' proposed use of a portion of the Subject Property as a bed and breakfast is consistent with the Village's Comprehensive Plan, especially policy 4 in

Chapter V: Economic Development:

The Village will promote Oak Park's cultural, historical and architectural heritage to encourage tourism and other forms of economic development.

13. That the Applicants provided reasonable assurance that the proposed use will be completed in a timely manner and maintained thereafter. The Applicants indicated that if their requested zoning relief is granted, their goal is to open the bed and breakfast in February, 2011.

14. That no one testified in opposition to the proposed special use. The Applicants produced letters for their neighbors to the south and north (across Iowa Street) supporting the proposed special use.

## RECOMMENDATIONS

Pursuant to the authority vested in it by the statutes of the State of Illinois and the ordinances of the Village of Oak Park, this Zoning Commission hereby recommends to the President and Board of Trustees that the application of Samuel Gevisenheit and Charles Tupta pursuant to the provisions of Sections 3.1 and 4.5.2(DD) of the Zoning Ordinance for issuance of a special-use permit to the Applicants to permit a bed and breakfast establishment at the property commonly known as 605 Iowa Street, Oak Park be GRANTED, SUBJECT TO the following conditions and restrictions:

1. That the Applicants obtain and maintain all necessary licenses to operate the proposed bed and breakfast. If such licensing is suspended or revoked, the Applicants shall immediately notify the Zoning Officer.
2. That the Applicants shall obtain all appropriate permits for improvements to 605 Iowa Street.
3. That in the event the Applicants fail to comply with one or more of the foregoing conditions after 30 days written notice by the Village or its agents to cure such failure to comply, the President and Board of Trustees may thereafter revoke or limit this special-use permit.

This report adopted by a 5 to  
0 vote of the Zoning Commission,  
this 5th day of January, 2011.



# BISHOPS HALL



An Exceptional Bed & Breakfast in Historic Oak Park Minutes from Chicago....





**Application for Special-Use Permit**

Village of Oak Park 708.358.5430  
123 Madison Street Fax: 708.358.5114  
Oak Park, IL 60302-4272 TTY 708.383.0048

**Applicant Information**

Name of Applicant: [Please print] Samuel Bevisheit & Charles Tupia  
Address of Subject Property: 605 Iowa St.  
Owner of Subject Property: Bevisheit/Tupia Owner's Address: Same  
Authorized Agent: [Please print] Sam Address: Same  
Phone Number: 708/383-9994 E-Mail Address: \_\_\_\_\_

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: 10/15/98

**Case Information**

The Applicant seeks a special-use permit to: Bed & Breakfast

The subject property is located in the 605 Iowa St. Zone District(s).

The subject property is presently used as: Private Home

**Certification**

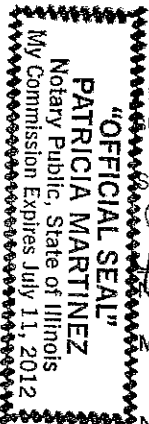
I hereby depose and say that all the above statements, as well as any statements contained in the papers submitted in support of this application submitted herewith, are true.

Sworn to me this 23 day of October, 2010

Patricia Martinez  
Notary Public

Samuel Gurbur  
Applicant

My commission expires: July 11, 2012



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.



## Proposed Special-Use of 605 Iowa Street

### Luxury Bed & Breakfast

The proposed use of this property is to operate a small-scale luxury bed and breakfast. The specific nature is to maintain the look and feel of a private historic home, as much as possible, to provide an experience of staying in a private home.

There will be only three guest rooms with private baths, limited to double occupancy in each room with a total capacity for six people. An initial inspection of the property has already been made and the occupancy limitations, means of egress, fire prevention, and property maintenance requirements have been addressed accounting to Bed & Breakfast Conversion Checklist.

The current property allows for off-street parking in the driveway garage area. There a capacity for over seven cars, without any blocking of the other individual cars with ease for in and out access.

**Statement of Proposed Special Use – 605 Iowa Street**

**(a) THE PROPOSED BUILDING OR USE AT THE PARTICULAR LOCATION REQUESTED IS NECESSARY OR DESIRABLE TO PROVIDE A SERVICE OR FACILITY WHICH IS IN THE INTEREST OF THE PUBLIC CONVENIENCE AND WILL CONTRIBUTE TO THE GENERAL WELFARE OF THE NEIGHBORHOOD OR COMMUNITY**

The use of 605 Iowa St Oak Park as a luxury Bed and Breakfast establishment will provide a significant contribution to the welfare of the community by providing additional overnight accommodations to people visiting Oak Park residents. The B&B will also support the need for Oak Park to become a true overnight tourist destination providing revenue for local businesses that are tourist related. Bishops Hall will offer three distinctive guest rooms all with private baths and onsite parking enough to accommodate all guests. Bishops Hall will be the only luxury B&B in the Oak Park Estate district providing accommodations attracting tourists that prefer a luxury destination in the village.

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

Adjacent homes will not be effected by the proposed use due to the size of home (7000sq ft) and location of 605 Iowa. The home is situated on a large corner lot on the corner of Iowa and East. With only three guest rooms and owner occupied by 2, the total capacity is no more than what a normal family would require. The large nature of the 3 car garage and driveway (100'x35' ), will allow ample off street parking for all quests not interfering with any adjacent home owners. Bishops Hall has been fully restored to its former glory respecting the historical standard guidelines. The property has received awards for preservation from the village over the past ten years since the home was acquired by its present residents.

**(c) 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;**

Owners are following the guideline set forth by the village to secure a license to operate respecting the safety of its future quests and respecting the neighborhood and its residents. 605 Iowa remains the same and looks the same as it did 100 years ago when it was built. The owners chose to live in a historic district for the very reason zoning ordinances exist, to maintain the historical nature of the property and the community.

**(d) The proposed building or use complies with the more specific standards and criteria established for the particular building or use in question**

The owners have been provided with a check list of the specific standard requirements by the village. All standard and criteria will be checked by the village before the license is granted. Numerous meetings have already taken place with corresponding village departments i.e.. fire dept, health dept, property standards, preparing for the final walk through before the license is granted.

**(e) The proposed building or use has been considered in relation to the goals and objectives of the comprehensive plan of the Village of Oak Park**

For as long as the residents have lived in Oak Park there have been plans and discussions by the village of how to bring more tourists to Oak Park and to help increase the tax revenue to support

its infrastructures. The proposed B&B will support tourism and many of the tourist related businesses in O.P. including Frank Lloyd Wright and Hemmingway foundations. This is one of the top goals and objectives prevalent in the dialogue at almost all Village meetings.

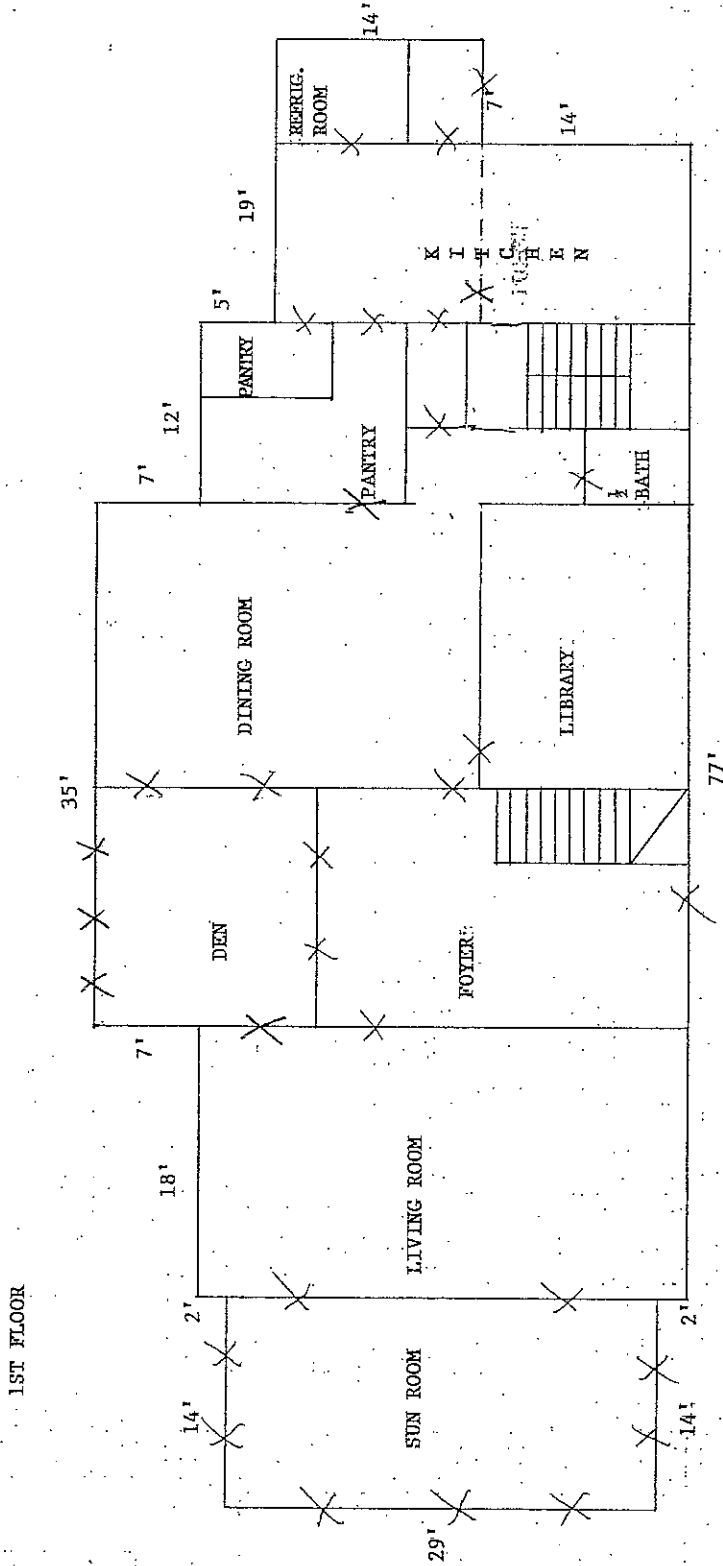
**(f) There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner if authorized.**

Owners have already completed the majority of the requirements since the application process first started several months ago. The process has been guided by Loretta Daly village manager. This will be the first special use allowance for a B&B in Oak Park in many years thus requiring the special attention by the appropriate departments deemed related to the process



SKETCH ADDENDUM

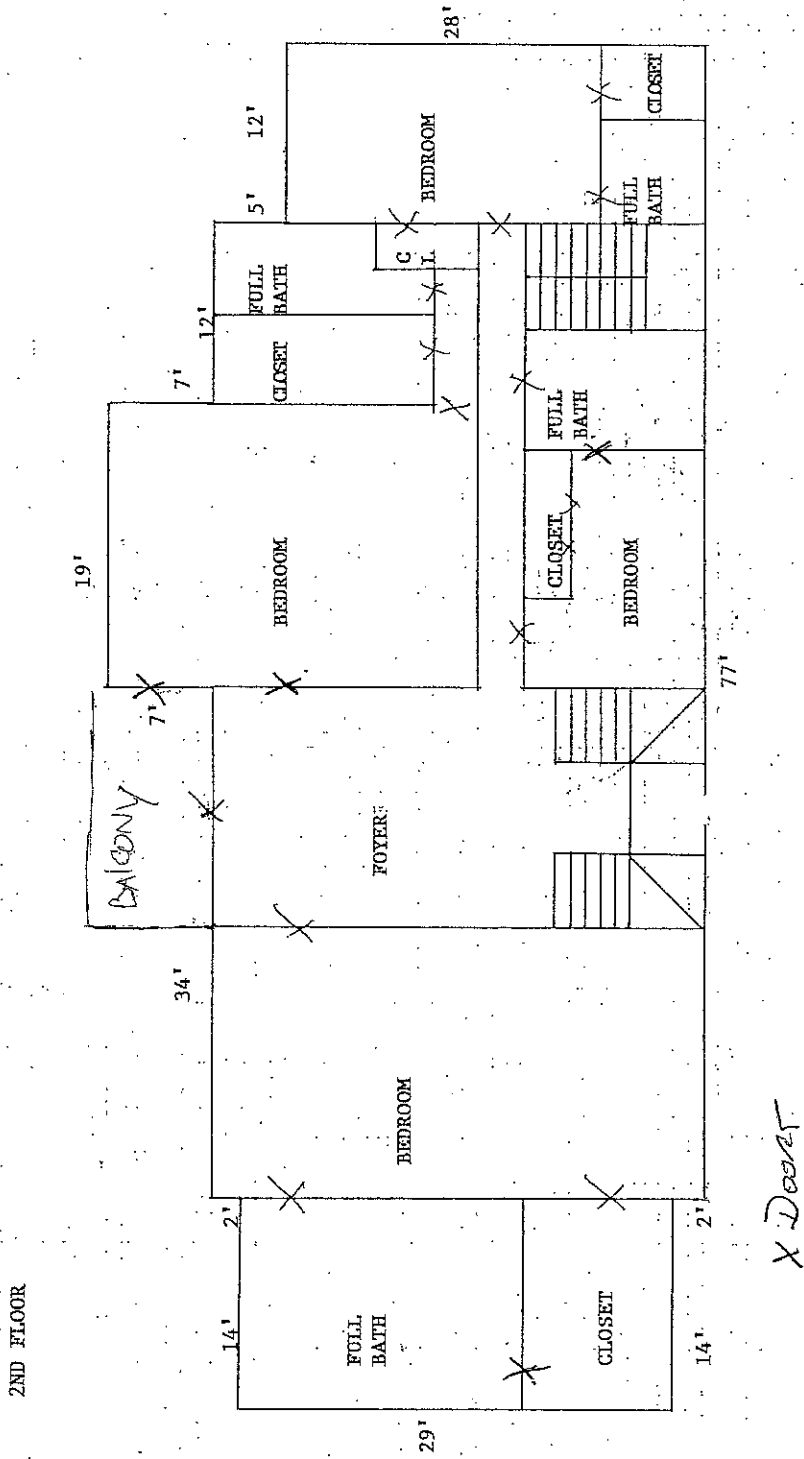
FILE #99-5047



X = DOORS

SKETCH ADDENDUM

FILE #99-5047



Dear Members of the Village Zoning Commission,

We wish to express our support for the B & B owned by my neighbors, Sam Gevisenheit and Chuck Tupta. We have been immediate neighbors for more than 10 years now, and we truly couldn't ask for more wonderful neighbors. They have improved their beautiful home to perfection, with sensitivity to the Oak Park tradition of historic preservation. The energy and level of quality they bring to this and every project they undertake is nothing but a plus for Oak Park tourism and our community. We wish them success in their undertaking and look forward to many happy years of knowing them.

Sincerely,

Ann and Doug Anderson

**From:** James J. Taglia <jjtaglia@pro-chem-co.com>  
**To:** <samg2@sagem.com>

---

**Date:** Sunday, October 24, 2010 04:31PM  
**Subject:** 605 Iowa St.

---

October 22, 2010

To the Trustees of the Village of Oak Park:

As neighbors living directly across from 605 Iowa Street., we support the proposed bed & breakfast at that location. The home is one of the best maintained in the area, and we are sure the bed and breakfast will be run with a high level of professionalism and concern for all neighbors. As members of the Historical Society, it's a pleasure to see the degree of care and detail that went in to restoring this property. A bed and breakfast will allow others to witness the character and charm of our neighborhood and offer a first hand look at the notable architecture of our neighborhood.

Sincerely,

Anneke & Jim Taglia / 606 Iowa St.



# VILLAGE OF OAK PARK

F

## AGENDA ITEM COMMENTARY

**Item Title:** Motion To Refer Application For Special Use Permit From Prairie Home School To Operate An After-school care center (A Day-Care Facility) At 409 Greenfield Street To The Zoning Board of Appeals To Hold A Public Hearing.

**Date of Board Action:**

February 7, 2011

**Submitted by:**

Michael Bruce, Zoning officer



**Village Manager's Office:**

  
Signature

**Item History:**

On January 14, 2011, Alan R. Van Natter DBA Prairie Home School 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 an independent after-school center in United Lutheran Church located at 409 Greenfield Street. The church is located in an R-3 Single-Family 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, Alan Van Natter DBA Prairie Home School, is applying for a special use permit to operate an after-school program for elementary age children between the hours of 3 p.m. and 6 p.m. during the school year. The program would be operated at the United Lutheran Church located at 409 Greenfield Street. According to the applicant, the facility would be licensed by DCFS for a maximum of 30 children.

**Staff Commentary:**

Mr. Alan Van Natter will operate Prairie Home School After-School Care, an independent facility, within space leased from United Lutheran Church. Prairie Home School is neither controlled nor operated by the United Lutheran Church.

**Item Budget Commentary:**

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

**Proposed Commission Action:**

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



**Application for Special-Use Permit**

Village of Oak Park 708.358.5430  
123 Madison Street Fax: 708.358.5114  
Oak Park, IL 60302-4272 TTY 708.383.0048

**Applicant Information**

Name of Applicant: [Please print] Alan R. Van Natter DBA Prairie Home School  
Address of Subject Property: 409 Greenfield St.  
Owner of Subject Property: United Lutheran Church Owner's Address: 409 Greenfield St.  
Authorized Agent: [Please print] Pastor John Dumpys Address: 419 Greenfield St.  
Phone Number: 708-386-1576 E-Mail Address: pastor.jondumpys@gmail.com

Are there any original covenants, conditions, or deed restrictions concerning this property in the type of improvements, set backs, area, or height requirements?  Yes (If yes, attach explanation)  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: \_\_\_\_\_

**Case Information**

The Applicant seeks a special-use permit to: operate an after-school care center

The subject property is located in the \_\_\_\_\_ Zone District(s).

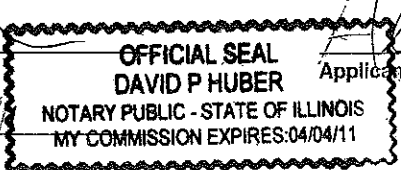
The subject property is presently used as: church

**Certification**

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

Sworn to me this 20 day of November, 2010

David P. Huber  
Notary Public



Alan R. Van Natter  
Applicant

My commission expires: 4/4/11

**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.

Mr. Michael Bruce  
Oak Park Zoning Department  
Oak Park, IL 60302

Dear Mr. Bruce,

Following are the responses to the Special Use Standards criteria:

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 well contribute to the general welfare of the neighborhood or community;

We are proposing to use the facilities located at 409 Greenfield St. as an after school care center to provide a safe environment for elementary age children between the hours of 3 p.m. and 6 p.m. during the school year. According to information we have received from parents and from Principal Sheila Carter of Hatch Elementary School, this program is needed to serve the local community.

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

The care of school age children in the United Lutheran Church will present no adverse conditions to adjacent properties or traffic conditions. We would be licensed through the DCFS to facilitate a maximum of 30 children and our presence will not affect the public health, safety or general welfare of the area.

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

The presence of the after-school care center will not affect the neighboring properties in any manner.

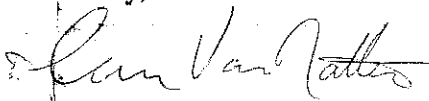
4. The proposed building or use complies with the more specific standards and criteria established for the particular building use in question by sections 2.2.7 (Planned Development Procedures) and 4.5 (Special Uses) of this Zoning Ordinance;

We are following and will continue to follow the Planned Development Procedures as outlined in section 2.2.7. Additionally, the proposed after-school care center complies with Special Uses procedures as described in Section 4.5, H.

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

The proposed after-school program will fit appropriately within the guidelines of the Comprehensive Plan and will be consistently maintained in a timely manner.

Sincerely,



# Prairie Home School

## Handbook for Parents



Prairie Home School After-School Care  
Located in the United Lutheran Church  
409 Greenfield St.  
Oak Park, Il. 60302

## Admission and Enrollment Policies



Prairie Home School offers equal opportunity enrollment for school-age children-K through 5<sup>th</sup> grade- on a first come, first served basis. We do not discriminate regarding color, ethnicity, religion, family origin, family status or physical ability. Parents desiring to enroll a child in the after-school care program must complete the enrollment application, personal information and health forms and applicable release forms along with a \$25 non-refundable application fee. When your child is admitted into the program, one month's advance tuition is required.

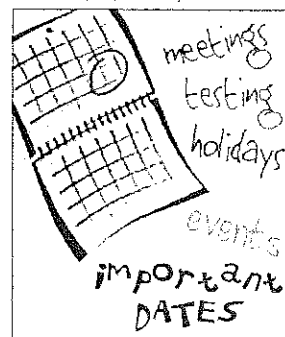
### Hours of Operation

**Monday-Friday 3 P.M.-6 P.M.**

**Wednesdays- 2 P.M.-6 P.M.**

**Institute days and local holidays  
8 A.M. to 6 P.M.**

## Prairie Home School Calendar



Prairie Home School will operate in accord with the District 97 school calendar. The center will close on the following dates for scheduled holidays.

August\_ None

September\_ Labor Day Sept 5

October- Columbus Day, Oct. 11

November-

Thanksgiving, Day Nov. 25 and 26

December- Winter Break December 20-31

January-Martin L. King Day Jan 17

March 28-April 1 Spring Break

Feb. 21 Presidents Day-Feb 21

May Memorial Day May 30.

### **We will open Institute Days**

**Hours: 8 A.M.-6 P.M.**

Monday August 23

Monday August 24

Wednesday Nov 24

Monday January 24

Thursday and Friday April 21 & 22

### **Open Conference Days**

**Hours 12 P.M.-6 P.M.**

Thursday and Friday October 21 & 22

### **Open Local Holidays**

**Hours 8 A.M.-6 P.M.**

Veterans Day Monday November 5

Casimir Pulaski Day Monday March 7

## Discipline Policy

At Prairie Home School we believe that discipline is a positive opportunity to help children learn and mature. It is part of an ongoing process through which children develop more effective social skills, self-monitoring, and problem management. We will maintain a safe and emotionally secure environment while at the same time assisting children to make good decisions and interact positively within the group. We will always operate in accordance with an attitude of Unconditional Positive Regard. We will accept and nurture all children as individuals, without prejudice or exclusion and yet maintain control through efficient organization, positive reinforcement and well-defined rules. We advocate a policy of POSITIVE DISCIPLINE to be administered through the following practices.

### Staff Involvement:

1. Communicate to children using positive statements to encourage self-monitoring and cooperative effort.
2. Encourage and assist children to use their own words and solutions to resolve interpersonal conflicts.
3. Communicate with children by getting down to their eye level and talking to them in a calm quiet manner about behavioral guidelines and targets.
4. Frequently acknowledge accomplishments and positive behavior.
5. Consistently model acceptable behavior.
6. Clearly establish limits and guidelines.
7. Clearly explain behavioral expectations and rules.

### Student involvement:

1. Know and understand rules and expectations.
2. Model good behavior and fair play to others.
3. Respect for staff and fellow students.
4. Respect for property and facilities
5. Children will be given reasonable opportunity to resolve their own conflicts.

### Parental Involvement:

1. Parents will be informed of center's discipline policy via distribution of printed copies.
2. Director will notify parents verbally if a child exhibits a pattern of unacceptable behavior.
3. The director may request a formal conference with the parents to establish a plan of action.
4. If necessary the parent may be asked to pick up the child from the center and/or remove the child for the next scheduled day.

### Prohibited

In accordance with DCFS rules, the following behaviors are prohibited in all childcare settings:

1. Corporal punishment, including hitting, spanking, swatting, beating, shaking, pinching and other measures intended to induce physical pain or fear;
2. Threatened or actual withdrawal of food, rest or use of the bathroom;
3. Abusive or profane language;
4. Any form of public or private humiliation, including threats of physical punishment; and
5. Any form of emotional abuse, including shaming, rejecting, terrorizing, or isolating a child.

### Behavior Resolution:

When disciplinary action is required to resolve a conflict or restore decorum.

1. A brief separation time("time-out)", with adult supervision will be implemented to allow a child time to regain emotional control and rethink their commitment to cooperative behavior and self-control.

2. Ideally, the separation will last for no more than 5 minutes unless the child needs additional time to regain his or her emotional control.

3. Afterward, the child and a staff member will have a conversation regarding behavioral expectations.

4. Children will not be physically restrained unless it is necessary to ensure their own safety or that of others, and only for as long as it is necessary to gain control of the situation.

5. Parents will be informed when disciplinary action is taken.

### Discipline documentation/distribution policy:

1. This Policy shall be distributed to parents and staff.

2. Caregivers shall have ongoing communication between home and after school care regarding all aspects of the care of the children.

3. Caregivers shall document any history of recurring discipline problems and subsequent formal parent conferences in the child's record.

### **Bullying**

Bullying behavior is a concern for parents, educators and caregivers. In the Prairie Home School after school program the following practices will be established to prevent bullying and encourage cooperative interaction.

1. Children will be actively involved in developing anti-bullying policies and standards of acceptable behavior.
2. Staff will closely supervise children in all areas and will intervene immediately if bullying behavior is observed.
3. Staff will counsel children involved to reinforce behavioral guidelines.
4. Staff will report bullying behavior to parents.
5. Children will be informed of bullying policies and regularly reminded.
6. Children will be frequently praised for good conduct and encouraged to interact cooperatively with others.

### **Communication**

Communication is a vital component in all childcare situations. Your children are our most important responsibility. We always encourage open and forthright communication with the children and their parents. Please feel confident to contact the director when you have any questions or concerns about your child or our policies and operations. We also will communicate with parents or guardians regarding issues of discipline, illness, accomplishment, schedule changes and upcoming activities. An e-mail list-serve will be developed to facilitate regular program updates and information.

### **Personal Belongings**

Each child will have space available to store outerwear and personal belongings such as their backpack and school supplies. Each child's coat and belongings should be clearly labeled with his or her name. Prairie Home School cannot be held responsible for lost, damaged or stolen materials and we ask that electronics or other valuables not be brought to after-school care. We will have telephone communication available in case a child needs to contact parents; children's cellular phones will not be necessary.

### **Field Trips**

At this time, Prairie Home School does not have approved transportation for field trips or excursions away from the center. On occasion, we may travel to a park or activity that is in walking distance of the United Lutheran Church. When such activities are planned, parents will be notified in advance. Arrangements will be made for children to attend Hatch Movie Night when it is scheduled.

### **Insurance Coverage**

A \$1,000,000.00 general liability policy through KP Insurance Group, is in force for Prairie Home School L.L.C.

### **Religious Instruction**

Prairie Home School is a private Limited Liability Corporation and is not operated by the United Lutheran Church. However, engagement with religious materials and conversation will be available to children and families who wish to participate. A release is included in the enrollment contract allowing parents to include a child in religious observation or to abstain from it. A family's religious choice will not a criterion for enrollment.

**Personal Information:** All personal information is kept strictly confidential and secure. Personal information will not be released only to parents or legal guardians or their designated representative.



## Prairie Home School Staff



Prairie Home School Director and Program Manager: Alan Van Natter

Mr VanNatter is an experienced teacher and childcare provider. After earning his B.A. in history from Northwestern University and doing post grad work at Northwestern's School of Education and Social Policy Mr. Van Natter taught world history and ethics at the Francis W Parker School in Chicago for 9 years. Additionally Mr. and Mrs. VanNatter co-own and operate Prairie Home Kids, a home-based, early education center for children 6 months to 5 years. Mr. Van Natter brings a great deal of knowledge and enthusiasm along with a love for kids and learning to the Prairie Home School after-school program. He and Mrs. VanNatter have lived in Oak Park since 1998

and their son, Rees is a third grader at Hatch Elementary School.

Alan Van Natter

1212 Rossell Ave.

Oak Park, Il. 60302

708-822-0119

arvannatter@gmail.com



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**VILLAGE OF OAK PARK**  
**CITIZEN ADVISORY BOARD AND COMMISSION**

**AGENDA ITEM COMMENTARY**

**Item Title: Motion to Accept Historic Preservation Commission Resolution and Findings of Fact with Regard to the Nomination of 432 N. Kenilworth Avenue and direct staff to prepare an ordinance designating it as an Oak Park Historic Landmark.**

**Date of Board Action: February 7, 2011**

**Submitted by: Christina Morris, Chair**  
**Historic Preservation Commission**

**Department Liaison:** Douglas Kadue

**Village Manager's Office:** WJX

**Commission Issue Processing:**

The Historic Preservation Ordinance, adopted by the Village Board in 1994, enables the Historic Preservation Commission to recommend, and the Village Board to adopt by Ordinance, local landmarks within the Village. The property must meet one or more of 8 criteria for designation as listed in the ordinance. The ordinance calls for the Commission to hold a public hearing and then forward a recommendation in the form of a Resolution to the Village Board. Upon receipt of the Resolution and nomination report, the Village Board has 30 days in which to designate or reject the nomination by simple majority. Upon approval, the Board shall enact an ordinance designating the landmark.

- A. Nomination for Landmark status submitted: December 3, 2010
- B. HPC preliminary determination of eligibility: December 9, 2010
- C. HPC public hearing; approved Resolution and Findings of Fact: January 13, 2011

**Item History:**

On December 3, 2010 the Historic Preservation Commission received a completed Oak Park Historic Landmark nomination form for the property at 432 N. Kenilworth Avenue. The Historic Preservation Commission conducted a preliminary determination of eligibility on December 9, 2010 which determined that the property met four of the criteria for designation contained in the Historic Preservation Ordinance.

The Historic Preservation Commission conducted the required Public Hearing on January 13, 2011. Legal Notice of the Public Hearing was published in the December 29, 2010 Wednesday Journal and hearing notices were mailed to Village property owners within 250 feet of the site.

The Historic Preservation Commission approved the nomination as the Findings of Fact and recommended approval of the property as an Oak Park Historic Landmark by the attached Resolution on January 13, 2011 as is mandated in the Historic Preservation Ordinance.

**Item Policy Commentary:**

The property at 432 N. Kenilworth Avenue is known as the *Charles E. Matthews House*. The two story stucco house was constructed in 1909 in a Prairie School design. The property is significant for its Prairie architecture, for its association with architects Tallmadge & Watson, and for its association with contractors Guy & McClintock. The property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance "Criteria for Designation of Historic Landmarks and Interior Historic Landmarks":

1. Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State or the United States.
3. Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States.
5. Embodiment of those distinguishing characteristics of a significant architectural style.
6. Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States.

**Staff Commentary:**

Village staff recommends acceptance of the Historic Preservation Commission findings and recommendations by Resolution. Staff will then prepare the necessary ordinance designating 432 N. Kenilworth Avenue as a Historic Landmark for adoption at the next available Village Board meeting.

**Item Budget Commentary:**

The amount of \$250 has been budgeted for this item for a bronze plaque and is also the current amount requested.

**Proposed Action:**

Move to accept the Historic Preservation Commission Findings and Recommendations by Resolution to approve 432 N. Kenilworth Avenue as an Oak Park Historic Landmark by Village Ordinance and direct staff to prepare the necessary ordinance.

Resolution for 432 N. Kenilworth Ave recommended by the Historic Preservation Commission, dated January 13, 2011  
Minutes from the December 9, 2010 HPC meeting (preliminary determination of eligibility)  
Minutes from the January 13, 2010 HPC meeting (public hearing)  
Oak Park Historic Landmark Nomination Form and Report for 432 N. Kenilworth Avenue

# RESOLUTION

## Village of Oak Park Historic Preservation Commission

WHEREAS, the property owner (hereinafter referred to as "applicant") filed a Nomination for Landmark Status on December 3, 2010 for the **Charles E. Matthews House** with the Historic Preservation Commission, (hereinafter referred to as "Commission") the property being located at 432 N. Kenilworth Avenue, Oak Park, Illinois; and

WHEREAS, Christina Morris, Chair of the Historic Preservation Commission scheduled the nomination for preliminary determination of eligibility at the regularly scheduled Historic Preservation Commission meeting of December 9, 2010; and

WHEREAS, at that regularly scheduled meeting the Historic Preservation Commission, it was unanimously determined that there was a likelihood that the nominated property would meet one or more of the criteria for designation contained in the Historic Preservation Ordinance; and

WHEREAS, Christina Morris, Chair of the Historic Preservation Commission, set Thursday evening, January 13, 2011 at 7:30 p.m. as the date and time of a public hearing held at Oak Park Village Hall, 123 Madison Street, to take testimony on the question as to whether the **Charles E. Matthews House** should be recommended for Nomination as an Oak Park Landmark; and

WHEREAS, notice of the time and place of said public hearing was duly published on December 29, 2010 in the Wednesday Journal, a newspaper of general circulation in the Village of Oak Park, and letters were also mailed to property owners within 250 feet of the subject property, advising them of the application and the public hearing to be held thereon; and

WHEREAS, on January 13, 2011 this Commission did have a quorum of members present; and

WHEREAS, this Commission having fully heard and considered public testimony and materials submitted prior to and during the hearing, does hereby find the following:

1. That the property includes a two story stucco house constructed in 1909 in a Prairie School design. The house is constructed of tan stucco with wood trim. A one-story stucco garage was constructed behind the house in 1914.
2. That the building is significant for its Prairie School design, with characteristics such as a limited number of materials, primarily stucco and wood, in natural colors of brown and tan, wide overhanging eaves and leaded glass windows in the entry. A belt course divides the first and second floor and with the hip roof adds to the horizontal lines of the home. Its one-and-a-half story protruding entry is one of the best examples of the balance of horizontal and vertical elements employed by Tallmadge & Watson in their Prairie designs.

3. That the building is significant for its association with architects Tallmadge & Watson, a prominent architectural firm in the early 20<sup>th</sup> century. The partnership of Thomas Eddy Tallmadge and Vernon Spencer Watson was formed in 1905 using design elements from the "Chicago School." The firm was well-known for its Prairie designs in Oak Park. Following World War I, its residential designs tended to reflect Classical architecture, reflecting the community's – and country's – renewed taste for the Colonial Revival. Over 30 buildings in Oak Park have been identified as the work of Tallmadge & Watson.
4. That the building is significant for its association with contractors Guy & McClintock, a prominent contracting firm in the early 20<sup>th</sup> century. Joseph Guy and John McClintock were boyhood friends in England who learned the construction trade together working for the same contractor. As adults, they formed their own business which became very successful and well-respected. They constructed over 80 buildings in Oak Park, and worked with architects such as Tallmadge & Watson, Henry Fiddelke, Charles White, Roy Hotchkiss and E. E. Roberts.
5. That the evidence presented showed that the property meets the following criteria under section 7-9-5 of the Historic Preservation Ordinance "Criteria for Designation of Historic Landmarks and Interior Historic Landmarks":
  1. *Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State or the United States.*
  3. *Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States.*
  5. *Embodiment of those distinguishing characteristics of a significant architectural style.*
  6. *Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States.*

Now, therefore, be it and it is hereby resolved that this Historic Preservation Commission, acting under and by virtue of the authority conferred upon it by the Ordinance of the Village of Oak Park, does hereby recommend to the President and Board of Trustees of the Village of Oak Park that the property located at 432 N. Kenilworth Avenue and known as the Charles E. Matthews House be designated an Oak Park Historic Landmark under the provisions of the Oak Park Historic Preservation Ordinance.

Thursday, January 13, 2011.

**Oak Park Historic Preservation Commission**  
December 9, 2010 Meeting Minutes  
Oak Park Village Hall, Council Chambers – 7:30 pm

**ROLL CALL**

**PRESENT:** Chair Christina Morris, Joerg Albrecht, Garret Eakin, Bob Lempera, Rosanne McGrath, Regina Nally, Drew Niermann, Gary Palese, Michael Plummer, Tony Quinn  
**ABSENT:** Frank Heitzman  
**STAFF:** Douglas Kaarre, Urban Planner

**B. Historic Landmark: Preliminary Determination of Eligibility for 432 N. Kenilworth Ave.**

The property owners Ken and Melissa Kansa were not present. Planner Kaarre noted that the owners have provided consent to the designation. The Charles E. Matthews House was constructed in 1909 in the Prairie style and was designed by architects Tallmadge & Watson. It has been nominated under the following criteria:

- (1) Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State, or the United States;
- (3) Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;
- (6) Identification as the work of a builder, designer, architect, craftsman, engineer or landscape architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States;

Commissioner Palese stated that the house is an architectural gem inside and out.

*Motion by Palese to approve a Preliminary Determination of Eligibility for the Historic Landmark nomination for 432 N. Kenilworth Avenue under four Criteria for Designation as outlined in the nomination (1,3, 5, 6). Second by Niermann. Motion approved 10-0.*

**Oak Park Historic Preservation Commission**  
**January 13, 2011 Meeting Minutes**  
**Oak Park Village Hall, Council Chambers – 7:30 pm**

**ROLL CALL**

**PRESENT:** Chair Christina Morris, Joerg Albrecht, Frank Heitzman, Bob Lempera, Rosanne McGrath, Drew Niermann, Gary Palese, Michael Plummer, Tony Quinn  
**ABSENT:** Garret Eakin, Regina Nally  
**STAFF:** Douglas Kaarre, Urban Planner

**Historic Landmark: Public Hearing for 432 N. Kenilworth Avenue**

Chair Morris opened the public hearing for the historic landmark nomination for 432 N. Kenilworth Avenue. The property owners Ken and Melissa Kansa were not able to be present. Planner Kaarre noted that the owners have provided consent to the designation and fully support the nomination. The Charles E. Matthews House was constructed in 1909 in the Prairie style and was designed by architects Tallmadge & Watson and constructed by contractors Guy & McClintock. It has been nominated under the following criteria:

- (1) Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State, or the United States;
- (3) Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;
- (6) Identification as the work of a builder, designer, architect, craftsman, engineer or landscape architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States;

There was no testimony in support or opposition to the landmark nomination.

*Motion by Albrecht to accept the landmark nomination report for 432 N. Kenilworth Avenue as the findings of fact. Second by Palese. Motion approved 9-0.*

*Motion by Plummer to forward the findings of fact and resolution to the Village Board of Trustees recommending approval of 432 N. Kenilworth Avenue as a Historic Landmark. Second by Palese. Motion approved 9-0.*

*Motion by Niermann to close the public hearing. Second by Palese. Motion approved 9-0.*



## HISTORIC LANDMARK NOMINATION FORM

### 1. Name of Property

Historic name 1 CHARLES E. MATTHEWS HOUSE

### 2. Location

Street & number 432 N. KENILWORTH AVENUE

### 3. Classification

#### Ownership of Property

(Check as many boxes as apply)

private

#### Category of Property

(Check only one box)

building(s)  
 structure

#### Number of Resources within Property

Contributing Noncontributing

<u>2</u>	buildings
<u>2</u>	<u>structures</u>
	<u>Total</u>

#### Type of Designation

exterior  
 public interior

### 4. Function or Use

Historic and Current Function (Enter categories from instructions)

Category: DOMESTIC Subcategory: SINGLE DWELLING

### 5. Description

Architectural Style: Early 20<sup>th</sup> Century American: Prairie School

#### Areas of Significance

- (1) Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the Village of Oak Park, the State, or the United States;
- (3) Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage, or other aspect, of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of significant architectural type, or style, or engineering specimen;
- (6) Identification as the work of a builder, designer, architect, craftsman, engineer or landscape architect whose individual work is significant in the development of the Village of Oak Park, the State, or the United States;

#### Period of Significance

1909

#### Architect

TALLMADGE & WATSON

#### Builder

GUY & McCLINTOCK

### 6. Representation in Existing Surveys

- Hasbrouck-Sprague Survey of Historic Architecture in Oak Park (1970)
- *Potential Landmark Inventory* of the Oak Park Historic Preservation Commission (2002)
- Architectural Survey of the *Frank Lloyd Wright-Prairie School of Architecture Historic District* (2008)

### 7. Legal Description

Lot 5 in Block 6 in Fair Oaks Subdivision in the South ½ of the Southeast ¼ of Section 6, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Pin#: 16-06-415-009

**8. Form Prepared By**

name/title DOUGLAS KAARRE, AICP / URBAN PLANNER\* email kaarre@oak-park.us  
organization VILLAGE OF OAK PARK date DECEMBER 3, 2010  
street & number 123 MADISON STREET phone (708) 358-5417  
city or town OAK PARK state ILLINOIS zip code 60302

\* Nomination Report is based on the 2010 Wright Plus Report researched and written by Linda Kravitz

**9. Property Owner**

name KEN AND MELISSA KANSA email kkansa@sidley.com  
street & number 432 N. KENILWORTH AVENUE telephone (312) 853-7163 h: 708-660-8037  
city or town OAK PARK state ILLINOIS zip code 60302

owner consents to historic landmark designation: yes  no

  
Signature \_\_\_\_\_ Date 1/6/11

**Applicant(s) - If different than Property Owner**

name PROPERTY OWNER  
street & number \_\_\_\_\_ telephone \_\_\_\_\_  
city or town \_\_\_\_\_ state \_\_\_\_\_ zip code \_\_\_\_\_

**10. Official Action**

Date Application Submitted: December 3, 2010

Preliminary Determination of Eligibility December 9, 2010

Public Hearing: January 13, 2011

Result: HPC forwarded to Village Board for approval

Date of Village Board Action: \_\_\_\_\_

Result: \_\_\_\_\_

Date of Village Board Action: \_\_\_\_\_

Result \_\_\_\_\_





123 MADISON STREET, OAK PARK, ILLINOIS 60302

## HISTORIC LANDMARK NOMINATION REPORT



**Charles E. Matthews House**  
432 N. Kenilworth Avenue

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Preliminary Determination of Eligibility approved by the  
Oak Park Historic Preservation Commission on December 9, 2010

Designated by Village Ordinance on

# Charles E. Matthews House

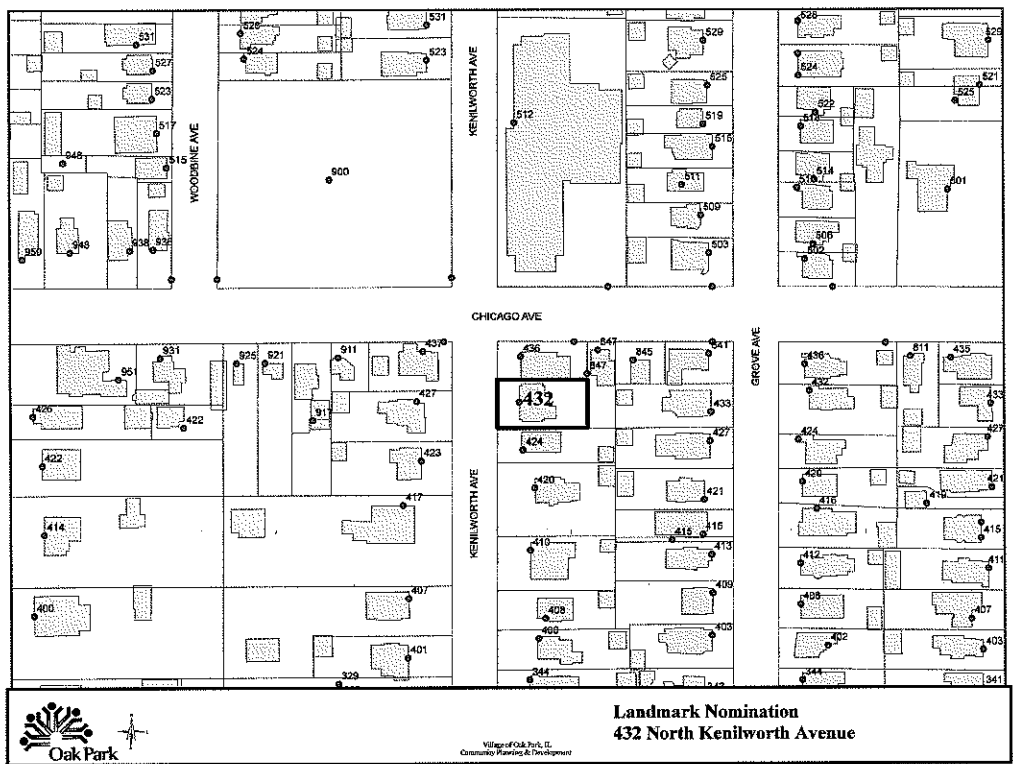
## 432 N. Kenilworth Avenue

Built: 1909  
 Architects: Tallmadge & Watson  
 Builders: Guy & McClintock

The 1909 Charles E. Matthews House is located at 432 N. Kenilworth Avenue in Oak Park, Illinois, and faces west. The two-story stucco house sits just south of Chicago Avenue on the east side of the street. The house is an excellent example of the Prairie style of architecture.

The Matthews House, built in 1909, marks the beginning of the mature designs of Tallmadge & Watson. Its one-and-a-half story protruding entry is one of the best examples of the balance of horizontal and vertical elements they employed in their prairie designs. The architects employ piers, roofline and grouped windows to create strong, clean geometric lines. This work was executed shortly after Tallmadge's seminal article on the "*Chicago School*" and reflects many of the ideas expressed there.<sup>1</sup>

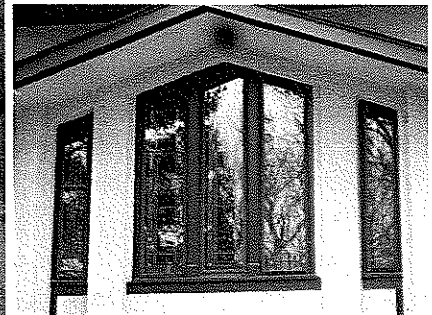
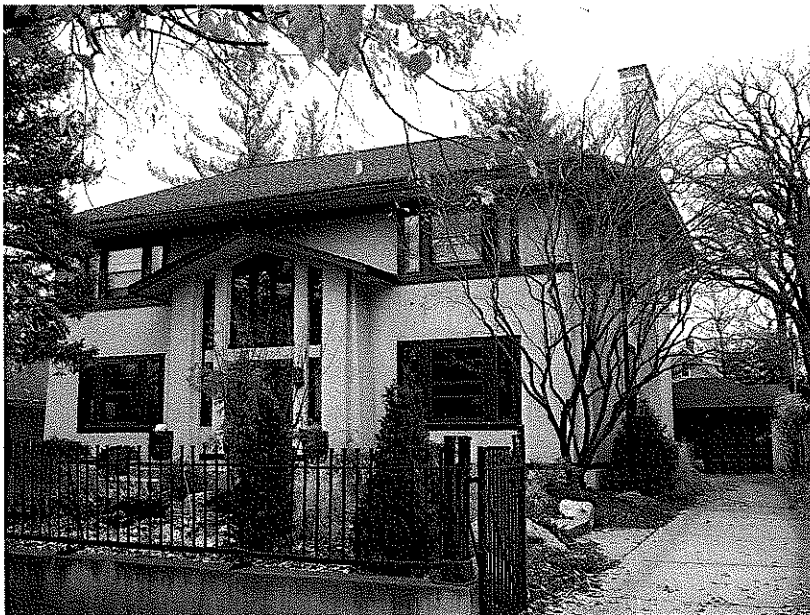
The home's exterior features many traditional prairie elements including a limited number of materials, primarily stucco and wood, in natural colors of brown and tan. It also employs wide overhanging eaves and leaded glass windows in the entry. A belt course divides the first and second floor and with the hip roof adds to the horizontal lines of the home.<sup>2</sup>



<sup>1</sup> Linda Kravitz, *The Charles E. Matthews House*, a research report for the 2010 Wright Plus House Walk, p. 4.  
<sup>2</sup> *Ibid.*, p. 4.

The entry is flanked by two massive pots once used for pouring slag at the Peoria Keystone Steel Company. It is unclear when they arrived at the home but they do not appear in a 1963 house photo so were most likely added by Mr. and Mrs. Paul Garber. The original landscaping for the home included several trees in front as a *House Beautiful* article featuring the home reports. "*Long ago architects discovered its (stucco's) possibilities in the way of light and shade. If trees are near at hand they greatly enhance the beauty of the surface.*" The article goes on to state the Mathews entrance includes many fine trees making "*ever-hanging shadows on the plaster and give a beautiful texture.*" As in many Prairie designs the natural surroundings were integral to the concept of the architects.<sup>3</sup>

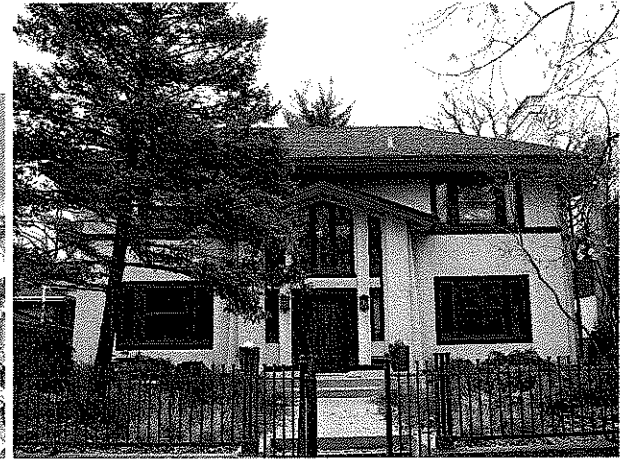
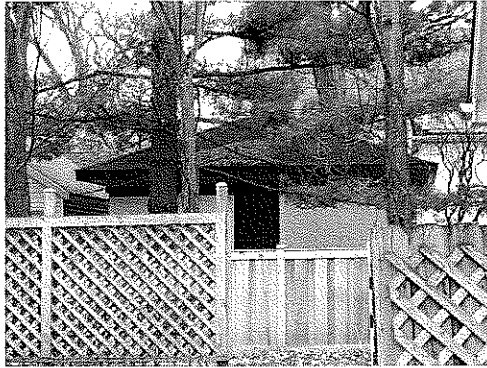
The Matthews bought a large corner lot at Chicago and Kenilworth in 1907. The lot contained a frame house facing Kenilworth that was moved to the east section of the property to face Chicago Avenue? Around 1925 it appears the Matthews subdivided the property cutting off the original house, and sold it to Will and Anna Gray through the realtor George Hemingway. In 1909 the Matthews hired Tallmudge & Watson to design a home facing Kenilworth. The contractor was Guy McClintock and according to the building permit it was a 45' x 36' two-story residence with ceilings of 9' and 8'6" at a cost of \$6,000. A 24' x 24' garage was added in 1914 at a cost of \$750. In 1961 Richard Dearlove, the Matthews' nephew who seems to have inherited the home in 1955, subdivided the property again, selling the lot on the corner of Chicago Avenue and Kenilworth. The new owner, Edwin Barry, built a small ranch house on the property.<sup>4</sup>



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<sup>3</sup> Kravitz, p. 5.

<sup>4</sup> *Ibid.*, p. 4.



The one-and-a-half story entry is the most unique element of the home. Tallmadge & Watson's mature Prairie designs create a balance between the horizontal and vertical rather than emphasizing only the horizontal. They often achieve this effect using vertical piers and a gable roof line with a grouping of windows mirroring the point of the roof, as in the Goldbeck house, at 636 N. Linden. The Matthews' House entry is perhaps their most successful use of these elements. The Bumstead House built in the same year offers a similar entry. Elizabeth Dull, in her thesis on Tallmadge & Watson, writes; *"The firm developed a unique expression of the progressive house (1909-1915), in which the emphasis is on an abstract interplay of the horizontals and the verticals composing the facade."*<sup>5</sup>



Goldbeck House, 636 Linden, 1914

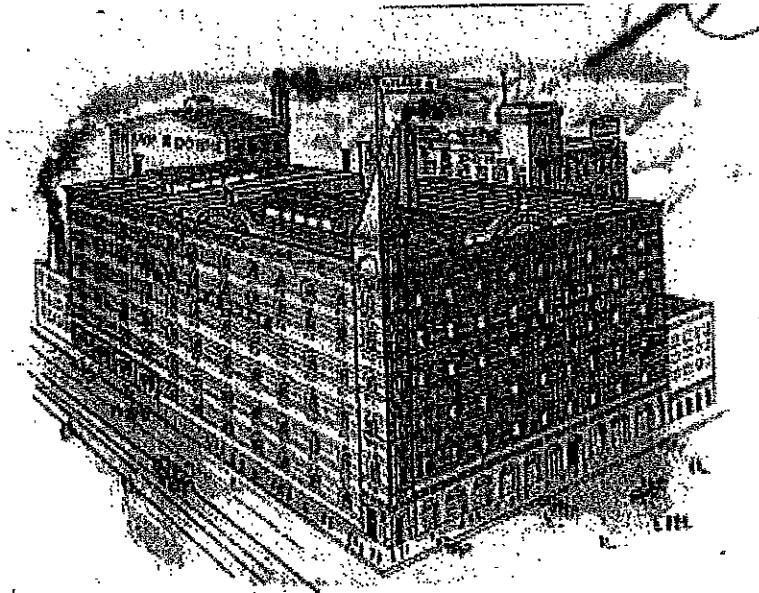


Bumstead House, 504 N. East, 1909

<sup>5</sup> Kravitz, p. 4.

## Charles E. Matthews

Charles E Matthews was born in 1860, the second son of Hugh and Elizabeth Mathews. The family moved to Chicago from Dyersville, Iowa in 1864. At twenty-five years of age Mr. Mathews was an apprentice in M. S. Huyck's pharmacy at 722 Lake Street in Chicago and subsequently opened his own drug store on West Madison Street. In 1886 he began to work with Sharp and Dohme, a leading drug company, heading up their western division. He is listed in the 1926 Chicago Directory as director of Sharpe and Dohme.<sup>6</sup>



**LABORATORIES;  
BALTIMORE, MD.**

## Sharp & Dohme Pharmaceutical Company

(Source: Linda Kravitz, *The Charles E. Matthews House*,  
a research report for the 2010 Wright Plus House Walk, p. 7)

Mr. Matthews married Maude Pike in 1893. Maude was born in Bloomington, Illinois to Mr. and Mrs. Ivory Herd Pike. She moved to Chicago as a young woman to study music. Music is probably what brought them together as Frank Lloyd Wright wrote of Charles Matthews "*In Ed's office was Charlie Matthews, a cultivated chap; artistic, music-mad Charlie. He, too, went off his head over the scheme for the Midway Gardens.*" The couple moved to Oak Park in 1898, living in a stone duplex on Oak Park Avenue. In 1907 Mr. Mathews purchased the property on the southeast corner of Kenilworth and Chicago Avenue. In 1909 the Matthews hired Tallmadge & Watson to design a home on the property facing Kenilworth.<sup>7</sup>

The Matthews were active members of the community. Mr. Matthews was one of the founders and a

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<sup>6</sup> Kravitz, pg. 8.

<sup>7</sup> Ibid., pg. 8.

president of the Chicago Drug and Chemical Association, and a president of the National Association of Retail Druggists. He was a member of the Chicago Athletic Club, and the Oak Park Country Club. Mrs. Matthews taught Sunday school at the First Methodist Church and was active in musical circles. She taught students piano in her home and worked to further their musical ambitions. She sang and played piano for servicemen at Fort Sheridan during the First World War. A one-time president of the Lakeview Musical Society of Chicago, she organized the Music Memory contest in Oak Park elementary schools in 1926. Mrs. Matthews' parents, her sister, Daisy Pike Dearlove, and Daisy's three children, moved to Oak Park to be near Maude. Mr. Pike was an attorney and served eight years as a state representative. At some point all three of Daisy Pike Dearlove's children "were brought up in the Matthews home."<sup>8</sup>

The Matthews regularly employed a live in maid. In 1910 the census lists Anna Gustafson who immigrated to the United States in 1900. By 1920 she was replaced by Amelia Wetton who came from England.<sup>9</sup>

In 1926 Mr. Matthews retired from Sharp & Dohme. Later the company merged with Merck and for a while was known as Merck, Sharp and Dohme and today is known simply as Merck in the United States and MSD world-wide. After his retirement Mr. Matthews and his wife traveled extensively including an around the world cruise and numerous trips to Europe. In 1932 Mr. Matthews re-entered the drug business opening a big drug store in the Merchandise Mart. He was an early member of the Veteran Druggists Association, a prestigious group whose members had to have worked in the business for a minimum of thirty years. The group met monthly at the Bismarck hotel and Mr. Mathews was a past president. During the Second World War the Chicago Tribune reported seeing a poster in Mr. Matthew's Merchandise Mart Drug Store that read "America: Love it -or leave it. Mr. Matthews sold the drug store in May of 1945 and died the following November.<sup>10</sup>

Mrs. Matthews continued to live in the home until she died in her sleep on April 8, 1954. The home passed to the ownership of Richard Pike Dearlove, Maude's nephew. There is some confusion about Margaret Dearlove Staffel, Maude's niece, who was believed to own the property as early as 1940; however the title does not confirm this. It shows Mrs. Matthews as owner until 1954 when she died. Her obituary in the Oak Leaves lists Mrs. Margaret Dearlove Staffel as living in Park Ridge while Richard Dearlove is residing in the Matthews' home. The Chain of Title lists Richard Dearlove as owner from 1955 until the sale of the home to Paul J Garber in 1964.<sup>11</sup>

The home has had four owners, all of whom have maintained the beauty and integrity of the architecture:

- 1) Charles and Maude Matthews,
- 2) Mr. and Mrs. Paul Garber,
- 3) Mr. and Mrs. Bill Boies, and
- 4) Kenneth and Melissa Kansa.<sup>12</sup>

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<sup>8</sup> Ibid., pg. 8.

<sup>9</sup> Ibid., pg. 8.

<sup>10</sup> Ibid., pg. 9.

<sup>11</sup> Kravitz, p. 9.

<sup>12</sup> Ibid., p. 9.

## Tallmadge & Watson, Architects

The architectural partnership of Tallmadge & Watson was commissioned by Charles Matthews to design a new home at 432 N. Kenilworth in 1909. Tallmadge & Watson were mainly residential architects, but began branching out into church architecture in the 1920s.

The partnership of Tallmadge & Watson was formed in 1905 using design elements from the "Chicago School." Thomas Eddy Tallmadge was born in Washington, D.C. in 1876. He became known for his activities as a teacher and historian. After graduating from the Massachusetts Institute of Technology in 1898 he joined the firm of Daniel H. Burnham & Company. Following travel in Europe he left the firm with Vernon Watson to form the partnership of Tallmadge & Watson. While Tallmadge excelled at design, he was knowledgeable in architectural history, restoration, and taught at the Armour Institute (Illinois Institute of Technology). He had coined the name "Chicago School" in 1908 in an article in *Architectural Review* and wrote several books, including *The Story of Architecture in America* and *Architecture in Old Chicago*.<sup>13</sup> He also served as a member of the Architectural Commission for the Restoration of Colonial Williamsburg. Following Watson's retirement Tallmadge practiced alone. He was also known for designing a street light in the 1920s that is still in use today in Evanston and Oak Park.<sup>14</sup> He died in a train accident in 1940 at the age of 64. He is buried at Graceland Cemetery in Chicago.

Vernon Spencer Watson, was born in Chicago in 1878 and studied architecture at the Armour Institute (Illinois Institute of Technology). He later joined the firm of Daniel H. Burnham & Company, where he met Thomas Tallmadge. Watson was the chief designer of the new partnership, developing and sustaining a residential style reflecting Prairie characteristics. He was also the influential designer of their institutional and religious structures. One of the last projects Watson worked on was the Julia C. Lathrop Homes, a public housing project in Chicago at Diversey and Damen Avenues. The design was a collaboration with Thomas Tallmadge, Hugh Garden, E. E. Roberts and others.<sup>15</sup> Watson and his wife Emma lived at 643 Fair Oaks Avenue, the first house he designed in Oak Park. He retired to Michigan in 1936, but died at West Suburban Hospital in Oak Park in 1950 at the age of 72. He is buried in Rosehill Cemetery in Chicago.

The designs of Tallmadge & Watson can be generally classified in two groups – those designed before World War I and those designed after. Typically those houses designed prior to 1915 reflect the Prairie style and its influences. The firm was well-known for its Prairie designs in Oak Park. Following the war, its residential designs tended to reflect Classical architecture, reflecting the community's – and country's – renewed taste for the Colonial Revival.<sup>16</sup> Of the over 250 building designs executed over their 31-year partnership, most were created at their office in the Security Building, 189 W. Madison Street, in Chicago, where they moved in 1910.<sup>17</sup> Over 30 buildings in Oak Park have been identified as the work of Tallmadge & Watson.

Thomas Eddy Tallmadge and Vernon Spencer Watson were early members of the Chicago Architectural Club (originally the Chicago Sketch Club) and were listed as Resident Members of the CAC in the *1902 Chicago Architect's Annual*. A "hotbed" of architectural unrest according to the *Western Architect*, the CAC was made up of young designers working at the major firms of the day. Rebelling against the increasing trend to Beaux Arts Classicism popularized by the 1893 World's Columbian Exposition in Chicago, these young turks explored the ideas that would come to be called

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<sup>13</sup> [www.prairiestyles.com/tallmadge](http://www.prairiestyles.com/tallmadge)

<sup>14</sup> *ibid.*

<sup>15</sup> [www.prairiestyles.com/watson](http://www.prairiestyles.com/watson)

<sup>16</sup> Elizabeth Dull, p. 55.

<sup>17</sup> [www.prairiestyle.com/watson](http://www.prairiestyle.com/watson)

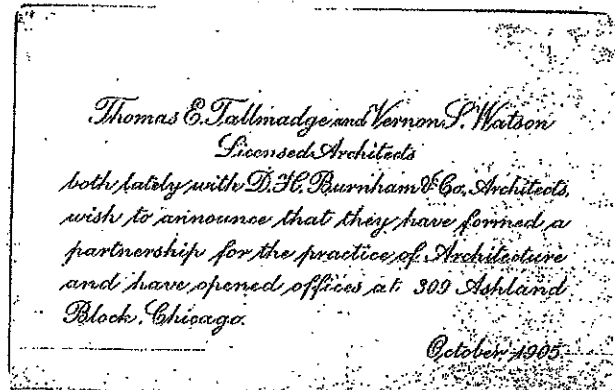


the Prairie School. The club was strongly influenced by Louis Sullivan, who was helping to create a uniquely American architecture in the late nineteenth century and shared his manifesto with the club. Titled, The Modern Phase of Architecture, he urges that the greatest architect "will be he who shall grasp and deify the commonplaces of our life." This can be achieved only "if you take the pains truly to understand your country, your people, your day, your generation; the time; the place in which you live; if you seek to understand, absorb, and sympathize with the life around you, you will be understood and sympathetically received in return."<sup>18</sup>

Tallmadge wrote about the club's influence in his 1908 *Architectural Review* article entitled "The Chicago School":

*The great influence of the Chicago Architectural Club in furthering this movement should be acknowledged. In its advanced competitions it has shown the utmost hostility to projects submitted in the Beaux Arts Manner... and so marked is the community of interest and loyalty of the club-members that ... no important design conceived in the classic spirit has been submitted.*<sup>19</sup>

Later as partners in their own firm, Tallmadge and Watson continued to be active club members presenting more than twenty designs in CAC exhibitions in 1909 and 1910. Tallmadge and Watson may have met at the CAC, but they certainly knew one another at the firm of D. H. Burnham & Company where they were both employed as draftsmen in 1903. In 1904, after winning the CAC's \$500 travel prize, Tallmadge spent several months touring Europe to study its architecture. On his return he persuaded Watson to join him and form their own architectural firm, Tallmadge & Watson, which opened its doors in 1905. Watson was 25 and already designing inexpensive progressive homes with many of the elements that would be associated with the Prairie style. Tallmadge was 29 and an aspiring writer and scholar.<sup>20</sup>



(Source: Linda Kravitz, The Charles E. Matthews House, a research report for the 2010 Wright Plus House Walk)

Henry Hyde, architectural critic for the *Chicago Tribune*, wrote in September of 1913 that young architects like Frank Lloyd Wright and Tallmadge & Watson "pay no attention to the conventions and rules of the classic types of architecture. They would express a new and democratic spirit." The *Western Architect* in a 1915 article on Tallmadge & Watson noted, "The principles of design acquired in this influence (the CAC) were very potent in vitalizing and directing the work of this firm in their years of beginning." Like many of the young architects from the CAC who went out on their own during this period, they initially focused on domestic architecture because while the return to classicism dominated the large commissions of the day "the house had escaped a like fate." In his

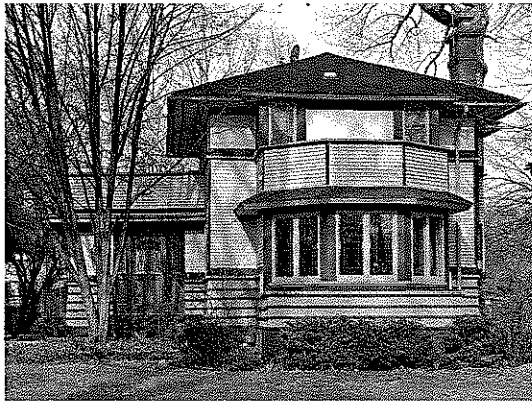
<sup>18</sup> Kravitz, p. 11.

<sup>19</sup> *Ibid.*, p. 11.

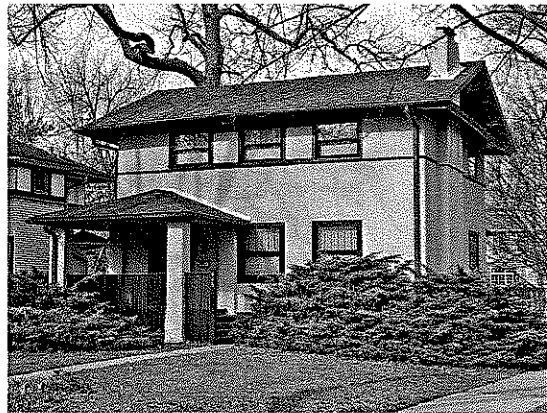
<sup>20</sup> *Ibid.*, p. 11-12.



article Tallmadge wrote that the suburban house has always been the "best thing" in American architecture and it was there that many in the Chicago School were attempting to create "a national art to clothe a national spirit. Such is the idealism in the bottom of the hearts of the men of Chicago; it alone is the real basis of their philosophy and of their work." The early years of the firm, 1905-1906, focused on reasonably priced homes. Watson's own home, built in 1904 at 643 Fair Oaks in Oak Park, illustrates his "early predilection for progressive architecture." Watson's house cost only \$2,000 to construct. Oak Park architectural historian Paul Sprague wrote that the design of this house shows "that it was Watson who was responsible for the Prairie designs of the firm."<sup>21</sup>



Vernon Watson House, 643 Fair Oaks, 1904

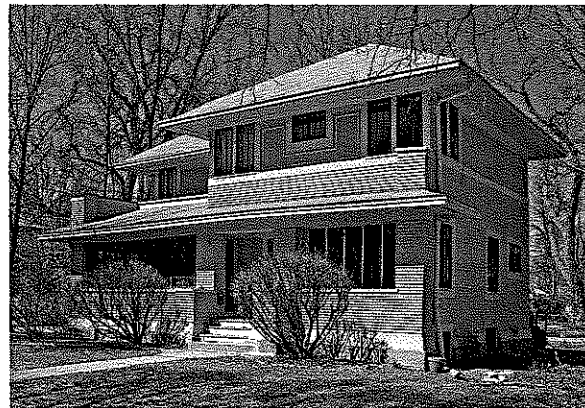


McFeely House, 645 Fair Oaks, 1905

The McFeely house at 645 Fair Oaks, built in 1905, "shows at an early date Watson's skill, talent and maturity as a Prairie School designer." He later added an addition to this economical home. Watson's early designs tended to be for smaller less expensive homes in Oak Park. The W. H. Black house at 308 North Elmwood was built in 1905 at a cost of \$4,000, according to the permit issued on July 18, 1905, a relatively modest sum for the time. The Gustavus Babson House at 412 Iowa was built in 1906 on such a limited budget that pebbled roofing felt was used in place of plaster for the second-floor walls.<sup>22</sup>



W. H. Black House, 308 N. Elmwood, 1905



Gustavus Babson House, 412 Iowa, 1906

In these first years Watson was the "designing" partner while Tallmadge focused on scholarship, and management of the business. The years 1907-1908 were a turning point for Tallmadge & Watson: They began getting larger commissions and Tallmadge published his first major scholarly article.

<sup>21</sup> Kravitz, p. 12.

<sup>22</sup> Ibid., p. 12-13.

Tallmadge began teaching at Armour Institute around 1906 and coined the term "Chicago School" in his important 1908 article in *Architectural Record*. He extolled the new school of architecture inspired by Sullivan and championed by Wright, Maher and his own firm of Tallmadge & Watson. In 1907 the firm designed the Evans House at 3131 South Wisconsin in Berwyn, in a neighborhood known as Doctors' Row. Built in 1907, it was reported to be a "mature design" of the Prairie school." In 1908 the firm built several large, formal homes on Evanston's North Shore as well as the Ashley Smith House in Oak Park. The Matthews House is considered to be one of their most successful Prairie style homes. According to A.C. Hope in his dissertation *The Prairie School of Architecture of Tallmadge and Watson*, between 1909-1916 the architects "produced their best and most original work... based on the interplay of vertical piers and horizontal wall and window panels, and often with gables and their characteristic pointed windows" all of which are present in the Matthews House.<sup>23</sup>



Ashley Smith House, 630 N. Euclid, 1908

The journal *Western Architect* found Tallmadge and Watson designs "examples of progressive Architecture...typical of advancement rather than innovation." Or as Paul Sprague concluded, "Tallmadge & Watson seemed to delight in finding new ways of recombining the Prairie vocabulary." He further noted, "Watson was a gifted designer with a flair for capturing the geometric essence of Sullivan and Wright's work and recombining their forms and details into a wide range of stylistic variations." Watson continually found new ways to express progressive ideas in economical, high quality homes.<sup>24</sup>

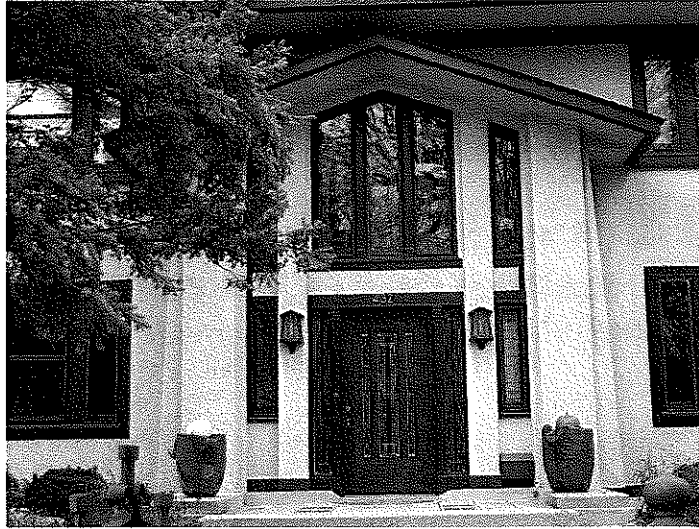
In her 1973 thesis, *Domestic Architecture in Oak Park*, Elizabeth Dull divided the Prairie style Tallmadge & Watson homes into two distinct categories. Those designed between 1904 and 1906 use a basic rectilinear plane, while the years 1909-1915 saw larger, more formal homes that emphasized "the abstract interplay of the horizontals and the verticals composing the façade." The Matthews' Home falls into the later style with its two-story entry capped by a gable roof and a Tallmadge & Watson signature pointed window.<sup>25</sup>

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<sup>23</sup> Kravitz, p. 13.

<sup>24</sup> Ibid., p. 13.

<sup>25</sup> Ibid., p. 13.



Tallmadge & Watson worked together for 29 years. For 12 of those years they had a major influence on the development of the Prairie School.<sup>26</sup> They designed 34 buildings in Oak Park<sup>27</sup> and “over 100 buildings which can be counted among the products of this movement, including several which are masterpieces of Prairie School design.” The Matthew’s House is one of those masterpieces.<sup>28</sup>

After World War I, interest in the Prairie school designs waned and Tallmadge & Watson shifted their focus to churches, in the design of which Tallmadge played a more active role. In 1937, three years after Watson retired from the firm, Tallmadge invited young architect William Alderman to join him as a designer.<sup>29</sup>

### **Guy & McClintock, Builders**

The construction firm of Guy & McClintock was a partnership between Joseph S. Guy (1871-1949) and John McClintock, Jr. (1878-1946). Joseph Guy was born in Sydenham, England and moved to the United States as an infant. As a young man he moved to the west side of Chicago and married Martha Charlesworth in 1902. He lived for many years in two homes he constructed in River Forest, and retired to the Carleton Hotel.<sup>30</sup> John McClintock was also born in England and came to the United States as a young man. He lived in River Forest starting in 1920. With his wife Lela, they had four children: Andrew, Robert, Alice and Dorothy.<sup>31</sup>

Joseph Guy and John McClintock were boyhood friends who learned the construction trade together working for the same contractor. As adults, they formed their own business which became very successful and well-respected. After several Oak Park locations, they moved their offices in 1923 to 7236 Circle in Forest Park, where they remained in business until 1976. They constructed over 80 buildings in Oak Park, and worked with architects such as Tallmadge & Watson, Henry Fiddelke, Charles White, Roy Hotchkiss and E. E. Roberts. They were also the builders for the *Harry Adams House* (710 Augusta) designed by Frank Lloyd Wright in 1913. As the firm specialized in masonry

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<sup>26</sup> Kravitz, p. 14.

<sup>27</sup> Village of Oak Park building permit archives.

<sup>28</sup> Kravitz, p. 14.

<sup>29</sup> *Ibid.*, p. 14.

<sup>30</sup> “Death Takes a Pioneer Builder of the Villages,” *Oak Leaves*, January 13, 1949, p. 56.

<sup>31</sup> “John McClintock, Contractor, Dead; Long Time Resident,” *Oak Leaves*, June 1, 1946, p. 58.

work, the buildings they constructed were of brick, stone or stucco. The majority of the firm's work was residential. Their contribution to Oak Park's built environment was significant.

Saturday, July 26, 1919

OAK LEAVES

33

# GUY & McCLINTOCK

## MASON CONTRACTORS

WISH TO ANNOUNCE THAT THEY HAVE MOVED THEIR OFFICE  
FROM 246 LAKE STREET  
TO

# 1020 NORTH BOULEVARD

JUST EAST OF MARION STREET

JOSEPH S. GUY
JOHN McCLINTOCK JR.


(Source: Oak Leaves, July 26, 1919, p. 33.)

Some notable examples include the John Maier House (420 N. East Avenue), the Smith House (544 Linden Avenue), the Weatherly House (545 N. Oak Park Avenue), the Basse House (506 N. Euclid Avenue), Mrs. S. S. Vaughan House (530 Linden Avenue), Torrie Estabrook House (200 N. Scoville Avenue), First United Methodist Church (324 N. Oak Park Avenue), 400 Lake Street/135-141 N. Ridgeland Avenue, Hephzibah House (946 North Blvd.), the Salem-Munyer Apartments (175-181 Linden Avenue), and a wing of Oak Park & River Forest High School (201 N. Scoville Avenue). They also constructed the houses at 407 and 411 N. Scoville Avenue for speculation.



(Source: Oak Leaves, May 28, 1921)

OAK PARK DIRECTORY



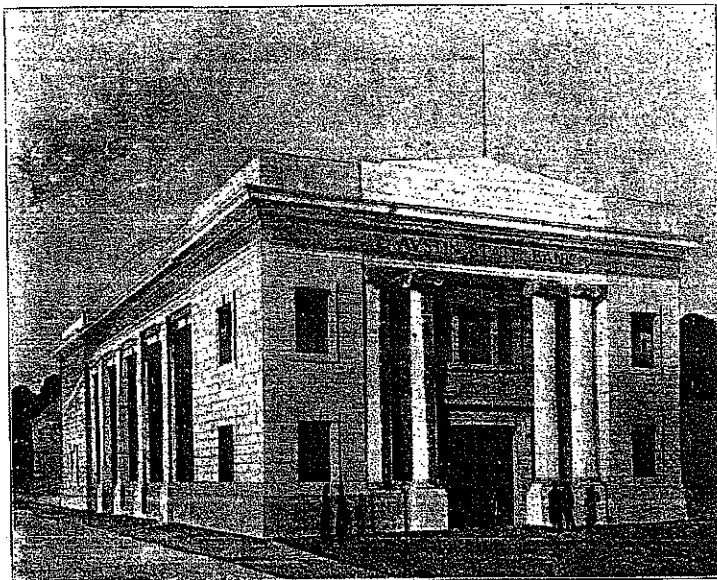
WEST WING OF THE OAK PARK RIVER FOREST HIGH SCHOOL  
(GUY & McCLINTOCK CONTRACTORS)

It will be to your advantage  
to get our estimates on all  
Mason work before building.

**Guy & McClintock Company**  
INCORPORATED  
**MASON CONTRACTORS**

5145 W. LAKE STREET Phone Area 3602 CHICAGO  
OAK PARK OFFICE 120 MARION ST. Phone O. F. 242

(Source: Oak Park Directory, Undated)



AUSTIN STATE BANK

# GUY & McCLINTOCK

Mason Contractors

107 N. Oak Park Avenue

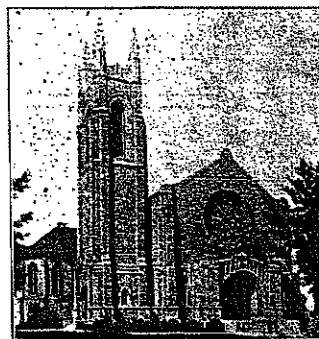
Phone Oak Park 5012



WEST SUBURBAN HOSPITAL

(Source: Oak Leaves, May 28, 1921, p. 35)

Some of the large buildings built by us  
in recent years



NEW FIRST CONGREGATIONAL  
CHURCH

## Criteria for Designation

According to Section 7-9-6(B) of the Oak Park Historic Preservation Ordinance, the Historic Preservation Commission must make a preliminary determination of eligibility after receiving a nomination. A determination of preliminary eligibility must be based upon a finding that there is a likelihood that a nominated historic landmark will meet one or more of the "Criteria for Designation" set forth in Section 7-9-5 of this Article.

The Charles E. Matthews House was nominated under the following criteria:

- (1) Significance as an example of the architectural development or heritage of the Village of Oak Park;
- (3) Identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic or social heritage of the Village of Oak Park, the State, or the United States;
- (5) Embodiment of those distinguishing characteristics of a significant architectural style;
- (6) Identification as the work of an architect whose individual work is significant in the development of the Village of Oak Park, the State of Illinois and the United States;

In addition, the property is at least 50 years old and has sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration.

## Bibliographical References

### Primary and unpublished sources

Kravitz, Linda. The Charles E. Matthews House, Tallmadge & Watson, Architects, 1909, 432 N. Kenilworth Oak Park, Illinois, a research report for the 2010 Wright Plus House Walk.

Village of Oak Park building permit no. 2024, dated March 30, 1909 for 432 N. Kenilworth. Owner: E. E. Mathews, Contractor: Guy & McClintock. House valued at \$6,000.

Village of Oak Park building permit no. 5029, dated May 5, 1914 for 432 N. Kenilworth. Owner: Charles Mathews, Contractor: Guy & McClintock. Garage valued at \$750.

### Secondary and Published Sources

[www.prairiestyles.com/tallmadge](http://www.prairiestyles.com/tallmadge)

[www.prairiestyles.com/watson](http://www.prairiestyles.com/watson)

Dull, Elizabeth Helsing. *The Domestic Architecture of Oak Park, Illinois: 1900-1930*. A Dissertation Submitted to the Graduate School in Partial Fulfillment of the Requirements for the Degree of Doctor of Philosophy, Field of Art History. August, 1973.

"Death Takes a Pioneer Builder of the Villages," Oak Leaves, January 13, 1949, p. 56.

"John McClintock, Contractor, Dead; Long Time Resident," Oak Leaves, June 1, 1946, p. 58

## OAK PARK HISTORIC PRESERVATION COMMISSION

Christina Morris, Chair  
Joerg Albrecht  
Garret Eakin  
Frank Heitzman

Bob Lempera  
Rosanne McGrath  
Regina Nally  
Drew Niermann

Gary Palese  
Michael Plummer  
Tony Quinn

The Commission is staffed by the Community Planning and Development Department,  
Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302  
(708) 358-5417, [www.oak-park.us](http://www.oak-park.us)

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**VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY**

**Item Title: Resolution Authorizing the Purchase of One (1) 2011 International 7400 6X4 Dump Truck with V-Box Salt Spreader and Plow from Prairie/Archway International Trucks of Springfield, Illinois through the Illinois Joint Purchasing Program in an Amount not to Exceed \$137,286.00, Waiving the Village's Bid Process**

**Resolution or Ordinance No.:** \_\_\_\_\_

**Date of Board Action:** February 7, 2011

**Staff Review:**

**Public Works Director:**

  
\_\_\_\_\_  
**John P. Wielebnicki**

**Village Manager's Office:**

  
\_\_\_\_\_

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

Each year, the Village allocates funds for the annual replacement of vehicles. The Public Works Department manages the budget for vehicles that will replace those units having reached the end of their service life under the fleet replacement program. The intent of the vehicle replacement program is to replace vehicles and equipment using the established criteria for replacement of fleet vehicles/equipment, including age of vehicle/year purchased, mileage or hours, type of use (full time, seasonal, emergency, non-emergency, etc.), consequences of down time, maintenance history & costs, drivers evaluations, trade-in or resale values and indispensability of vehicle/equipment as a guide to guard against excessive maintenance costs and low resale values.

Replacement of vehicles and equipment on a timely basis limits overall downtime and allows for maximum trade-in and/or auction values. Additionally, the Fleet Division's goal is to standardize vehicle acquisitions whenever possible in support of the fleet maintenance program and to operate the Village's fleet in a fiscally responsible manner.

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

The 2011 Vehicle Replacement Program includes the replacement of a 1991 International tandem axle dump truck (unit #391). The 1991 dump truck with snow plow has served the Village well but is now 20 years old and is in need of replacement having experienced significant costs to maintain it over its life.

The proposed replacement vehicle is a 2011 International 7400 6X4 dump truck with a



Swenson Auger V-Box salt spreader and Wausau 11' snow plow. The new dump truck meets the 2010 Diesel Emission Standards. An Equipment Replacement Analysis Report of the vehicle being replaced is attached.

The Village can purchase a new International tandem axle dump truck with salt spreader and plow via the Illinois Joint Purchasing Program and take advantage of the volume discounts involved in such joint purchasing efforts. The State awarded the bid for dump trucks to Prairie/ Archway International Trucks of Springfield, Illinois.

The dump truck that is being replaced will be utilized by the Public Works, Water & Sewer Division but will also serve as a back up to the main salting and snow plow operations during the winter months. Thus, it is considered an emergency piece of equipment. The 1991 International dump truck will be traded to Prairie / International Trucks.

Staff recommends the approval of a resolution authorizing purchase of one (1) 2011 International 7400 6X4 Dump Truck with Swenson Auger V-Box salt spreader and Wausau plow. The purchase price for the new dump truck is \$137,286.00 which includes a \$5,000 trade in for the existing vehicle (see attached proposal).

**Item Budget Commentary:**

The purchase of one (1) 2011 International 7400 6X4 dump truck with a Swenson Auger V-Box and Wausau plow would not exceed a total cost of \$137,286.00. The 2011 Water Fund has allocated \$140,000.00, in account no. 5040-43730-777-570750 for the purchase of this vehicle.

**Proposed Action: *Approve the resolution.***

## RESOLUTION

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) INTERNATIONAL 7400  
6X4 DUMP TRUCK WITH V-BOX SALT SPREADER AND PLOW FROM  
PRAIRIE/ARCHWAY INTERNATIONAL TRUCKS OF SPRINGFIELD, ILLINOIS  
THROUGH THE ILLINOIS JOINT PURCHASING PROGRAM IN AN AMOUNT NOT TO  
EXCEED \$137,286.00, WAIVING THE VILLAGE'S 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 to purchase one (1) International 6X4 dump truck with V-box salt spreader and plow from Prairie/Archway International Trucks of Springfield, IL in an amount not to exceed \$137,286.00.

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

ADOPTED this 7<sup>th</sup> day of February, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**ADOPTED AND APPROVED** by me, this 7<sup>th</sup> day of February, 2011

\_\_\_\_\_  
David G. Pope  
Village President

ATTEST:

\_\_\_\_\_  
Teresa Powell  
Village Clerk



**PRAIRIE / ARCHWAY INTERNATIONAL TRUCKS --- NEW TRUCK PROPOSAL**  
**TANDEM AXLE DUMP TRUCK SPECIFICATIONS FROM BID 222438 CONTRACT / PSD # 4015050**

10970-01

Ron Fantetti

13-Jan-11

CONTACT NAME

DATE

Village of Oak Park

BUYER INFORMATION

**CONTACT: KEVIN BURDELL**

201 SOUTH BLVD.

401 S. DIRKSEN PKWY. SPRINGFIELD, IL 62703

ADDRESS

OFFICE: 217-523-5631 FAX: 217-523-0797

OAK PARK, IL 60302

EMAIL: kburdell@prairiearchway.com

CITY/ STATE/ ZIP

708-358-5735

PHONE/ FAX/ EMAIL

PLEASE CIRCLE CAB COLOR:

RED(2303) / STATE ORANGE / OMAHA ORANGE

BLACK / SCHOOL BUS YELLOW / BLUE(6800)

BLUE(6E12)/ GREEN(6047)/ WHITE

E9998-1823-06 COOK

TAX EXEMPT NUMBER/ COUNTY

2011 INTERNATIONAL 7400 6X4 / 177" WHEELBASE/ 102" CAB TO AXLE  
14,000# FRONT AXLE & SUSPENSION w/ 2000# AUX. RUBBER OVERLOAD  
40,000# REAR AXLE w/ 40,000# HENDRICKSON SUSPENSION  
40k HENDRICKSON HMX-400-52 w/ SHOCKS/ SPL LONG LIFE DRIVE LINES  
120,000 PSI/ 2,654,000 RBM SINGLE FRAME RAIL w/ FRONT FRAME EXT.  
MAXXFORCE HT570 310hp/ 1050# TORQUE w/ GRID HEATER  
WARNING LIGHTS & ALARM FOR LOW COOLANT, LOW OIL PSI, ENGINE TEMP  
HORTON TWO-SPEED FAN DRIVE/ FRONT ENGINE PTO/ BLOCK HEATER  
AIR BRAKES w/ 13.2 COMPRESSOR/ BENDIX AIR DRYER/ DV2 DRAIN VALVE  
TRAILER BRAKE PACKAGE w/ 7-WAY ABS TRAILER PLUG  
TILT & TELESCOPING STEERING COLUMN / 160 AMP ALTERNATOR  
VERTICAL EXHAUST PIPE w/ 36" TURN OUT/ DELCO STARTER  
AIR HORN/ CB RADIO WIRING/ JUMP START STUD/ DAYTIME LIGHTS  
(3) BATTERIES @ 1950CCA/ STATIONARY FRONT GRILLE  
WINTER SUMMER AIR CLEANER w/ IN DASH FILTER MINDER  
3000RDS ALLISON SIX (6) SPEED TRANSMISSION w/ T-HANDLE  
DIPSTICK MOUNTED ON RIGHT SIDE OF TRANS/ EXTERNAL TRANS COOLER  
TRANSMISSION TEMP GAUGE/ HOUR METER/ PLOW LIGHT SWITCH  
70 GALLON ALUM. FUEL TANK (DRIVER SIDE) w/FUEL-WATER SEPERATOR  
AUTOMATIC SLACK ADJUSTERS/ OIL BATH WHEEL SEALS  
PLOW LIGHT SWITCH/ AIR RIDE CAB/ BODY BUILER WIRES @ B.O.C.  
AM/ FM/ WEATHERBAND RADIO/ AIR CONDITIONING/ CIGAR LIGHTER  
BRIGHT FINISH HEATED MIRRORS/ L.E.D. CAB MARKER LIGHTS  
AIR RIDE DRIVER SEAT w/ ARM REST/ FIXED PASSENGER SEAT  
12R22.5 GOODYEAR G149 (16PLY) STEER TIRES w/ POWDER COAT WHEELS  
11R22.5 GOODYEAR G622 (14PLY) DRIVE TIRES w/ POWDER COAT WHEELS  
PLEASE CIRCLE DESIRED GEAR RATIO:  
6.14 (67mph) 6.43 (64 mph) 6.83 (60 mph) 7.17 (57 mph)

SALES PRICE \$72,087.00

OPTIONS \$ 1,258.00

BODY PRICE \$ 68,836.00

FREIGHT \$

SUB-TOTAL \$ 142,181.00

TRADE \$5,000

LICENSE/ TITLE \$105.00

TOTAL \$ 137,286.00

PLEASE INCLUDE COPY OF TAX EXEMPT FORM w/ YOUR ORDER  
ALL PRICES F.O.B. 401 S. DIRKSEN PKWY. SPRINGFIELD, IL 62703  
PAYMENT DUE AT TIME OF DELIVERY

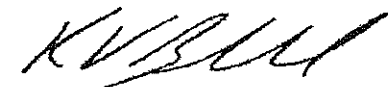
REVIEWED AND APPROVED.  
AS TO FORM

FEB 01 2011

LAW DEPARTMENT

Signature of Buyer

Buyer Purchase Order Number (if applicable)



Kevin Burdell- Municipal Fleet Sales Representative

**From:** kevin.burdell@gmail.com on behalf of Kevin Burdell [kburdell@prairiearchway.com]  
**Sent:** Thursday, January 06, 2011 12:27 PM  
**To:** Fantetti, Ron  
**Subject:** Village of Oak Park Proposals

**Attachments:** 4015050\_4X2.pdf; 4015050\_6X4.pdf

Ron,

I've attached the proposals for a single and tandem axle. Please keep in mind that this contract expires on 2/14/11.

I've listed some additional options below.

4x2 & 6x4 options:

- Heated Windshield.....\$460
- Power Windows/Locks.....\$247
- Cowl Tray Cover.....\$150
- Power Mirrors.....\$126
- Omit Front Frame Extensions....(\$103)...check w/ body co.
- Omit Front PTO Adaptor Plate...~~(\$38)~~.....check w/ body co.
- 6 pack switches.....\$378.....check w/ body co.
- Omit Trailer Brakes.....~~(\$216)~~

4x2 Options:

- 16K Front Axle/Springs.....\$1108
- 315/80R22.5 Steer Tires....\$379 (to sustain 16000 GVW rating)
- 23K Rear Axle.....\$450 with Locking Differential.....\$862

6x4 Options:

- 16K Front Axle/Springs.....\$1030
- 315/80R22.5 Steer Tires....\$379 (to sustain 16000 GVW rating)
- Locking Rear Differential.....\$1067

Please let me know if you have any questions.

Thanks!

Kevin

---  
Kevin Burdell  
Municipal Fleet Sales

Prairie Archway International Trucks, Inc.  
401 S. Dirksen Pkwy  
Springfield, IL 62703  
217-523-5631 office  
217-523-0797 fax  
217-741-5049 mobile

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

I

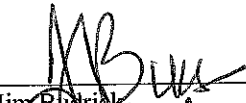
**Item Title: Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Installation of Bike Lanes on Division Street, Augusta Street and Chicago Avenue.**

**Resolution or Ordinance No.** \_\_\_\_\_

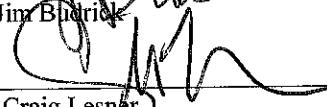
**Date of Board Action**            February 7, 2011

**Staff Review:**

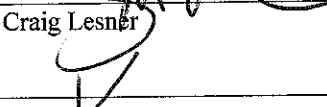
Village Engineer

  
\_\_\_\_\_  
Jim Blodrick

Finance Director

  
\_\_\_\_\_  
Craig Lesner

Village Manager's Office

  
\_\_\_\_\_

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

In the fall of 2009 the Village was awarded a Congestion Mitigation and Air Quality (CMAQ) grant to install Bike Lanes on Division Street, Augusta Street and Chicago Avenue. These streets are part of the Village's Bike Plan which was adopted in 2008.

Engineering staff began working on the plans for these improvements in 2010. IDOT approved the final drawings in early January 2011 and has slated this project for bidding on March 11, 2011.

The attached agreement between the State and the Village commits the Village to the cost sharing of the bike lane striping project as described in the agreement. By signing the agreement, the Village is affirming its commitment of funds to the project.

IDOT will bid out and enter into an agreement for the performance of the work after receiving this contract.

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

Attached is a copy of the Local Agency Agreement for Federal Participation for the Board's information. The estimated cost for the entire project is \$200,000, including the engineering which is being done by in-house staff. The Agreement shows the CMAQ Grant currently picking up \$147,500 and the Villages share at \$52,500. At this time these

figures are based on estimates and not on actual bid costs. Below is a breakdown of the costs as shown in the Agreement.

Federal Funds (CMAQ)	Budgeted Village Funds 3095-43700-802-570967	Additional Village Funds 3095-43700-802-570955	Total
\$147,500	\$40,000	\$12,500*	\$200,000

**Item Budgetary Commentary:**

The 2011 Budget initially included \$40,000 in Capital Improvement Funds for the Village's share of this project. It is anticipated that the actual bids will come in lower than the estimate, so that the Village is not likely to incur the full \$52,500 cost estimated in the agreement. However, to account for the Village's commitment of funds in the agreement, staff is recommending using funds allocated for Local Street Resurfacing to make up the \$12,500 difference. This would reduce the Street Resurfacing budget amount from \$1,100,000 to \$1,087,500. A budget amendment will be brought before the Board when IDOT has awarded the contract and the exact amount of the Village's contribution is known.

\* Staff intends on submitting a request to the CMAQ Committee to allocate the additional Federal Funds to make up the difference of \$12,500. This would allow full use of the budget for local street resurfacing.

**Proposed Action:**

Approve the Resolution.

## RESOLUTION

### AUTHORIZING AN EXECUTION OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN THE BIKE LANE PROJECT SECTION 10-00250-00-BT

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village President is hereby authorized to approve a Local Agency Agreement for Federal Participation in the Bike Lane Project . Said Agreement shall conform substantially to the copy attached hereto as Exhibit A and made part hereof.

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

**ADOPTED** this 7th day of February, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**ADOPTED AND APPROVED** by me this 7th day of February, 2011.

---


David G. Pope  
Village President

ATTEST:

---

Teresa Powell  
Village Clerk



 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Oak Park	X			
	Section	Fund Type		ITEP Number	
	10-00250-00-BT	STA			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C 91-495-10	CMM-9003(623)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Augusta Street, Division Street and Chicago Avenue Route Off-System Length N/A

Termini Harlem Avenue to Austin Boulevard

Current Jurisdiction LA Existing Structure No N/A

#### Project Description

Signage and pavement marking to create on-street, shared lane bicycle paths on both sides of each street.

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	131,500	( * )	( )	( )	48,500	( BAL )	180,000
Non-Participating Construction		( )	( )	( )		( )	
Preliminary Engineering	4,000	( )	( )	( )	1,000	( )	5,000
Construction Engineering	12,000	( * )	( )	( )	3,000	( BAL )	15,000
Right of Way		( )	( )	( )		( )	
Railroads		( )	( )	( )		( )	
Utilities		( )	( )	( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 147,500</b>		<b>\$</b>		<b>\$ 52,500</b>		<b>\$ 200,000</b>

\*Maximum FHWA(STA) Participation 80% not to exceed \$147,500

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

David Pope

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006027 conducting business as a Governmental Entity.

DUNS Number 02-094-7966

**APPROVED**

State of Illinois  
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

REVIEWED AND APPROVED  
AS TO FORM

FEB 01 2011

  
LAW DEPARTMENT

# VILLAGE OF OAK PARK

J

## CITIZEN ADVISORY BOARD AND COMMISSION

### AGENDA ITEM COMMENTARY

**Item Title:** AN ORDINANCE AMENDING CHAPTER 3, ARTICLE 8 OF THE CODE OF THE VILLAGE OF OAK PARK – CREATION OF A CLASS D-7 LIQUOR LICENSE FOR THE OAK PARK PUBLIC LIBRARY, 834 LAKE STREET, 60301.

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action:** February 7, 2011

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

**Citizen Advisory Board or Commission Issue Processing (Note Date):**

The Liquor Control Review Board approved the creation of a Miscellaneous Class D-7 Liquor License for the Oak Park Public Library on January 25, 2011.

**Item History (Previous Village Board Direction to Board or Commission, Related Action, Public Hearings, Community Input):**

On January 18, 2011, the Board of Trustees approved Ordinance 2011-O-4, authorizing the Oak Park Public Library to apply for a D-7 Liquor License. The Library would like to provide alcohol service in connection with certain special events being held at the main library.

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

The Liquor Control Review Board recommends the granting of the Miscellaneous Class D-7 Liquor License.

**Staff Commentary:**

Staff agrees with the recommendation.

**Item Budget Commentary:**

There is no cost to the Village.

**Proposed Action:**

Adopt the ordinance.

**ORDINANCE AMENDING CHAPTER 3 OF THE CODE  
OF THE VILLAGE OF OAK PARK**

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

**SECTION I:** That the Board of Trustees finds that the application of the Oak Park Public Library for a Class D-7 Liquor License has been reviewed by the Local Liquor Control Review Board which has recommended to the Local Liquor Commissioner, who has concurred, that it is in the best interest of the Village of Oak Park that the requested license be granted.

**SECTION II:** That Chapter 3, Article 8, Section 1 of the Code of the Village of Oak Park shall be amended to strike the word and number "zero (0)" and replace with the word and number "one (1)" so that it reads as follows:

Under Class D-7

No more than one (1) Class D-7 license shall be issued.

**SECTION III:** That Chapter 3, Article 8, Section 2 of the Code of the Village of Oak Park shall be amended by adding the following:

Under Class D-7

The Oak Park Public Library  
834 Lake Street

**SECTION IV:** This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 7<sup>th</sup> day of February, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** by me this 7<sup>th</sup> day of February, 2011.

ATTEST:

---

David G. Pope  
Village President

---

Teresa Powell  
Village Clerk

K

**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

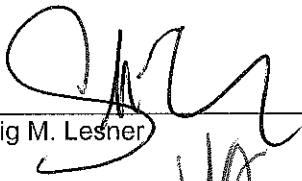
**Item Title:** Resolution Declaring a Distribution of \$688,450.07 in Tax Increment Revenues from the Madison Street TIF District to Taxing Districts Based upon 2009 Tax Rates

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action:** February 7, 2011

**Staff Review:**

Chief Financial Officer

  
\_\_\_\_\_  
Craig M. Lesner

Village Manager's Office

**Item History (Previous Board Review, Related Action, and History):** The Village Board entered into a settlement agreement in March, 1995 relating to the Madison Street TIF District. The stipulations and terms of this agreement mirror the Downtown TIF agreement except that the amount to be paid to District 97 is based upon 25% instead of 22.5% of the "deficiency" amount as calculated on the amount of the increment not available for taxation by the District.

State Law requires that when a distribution in a TIF fund is declared by a local government, those revenues must be returned to all affected taxing districts in that particular TIF on a proportionate basis to the tax rates in affect for that year. A worksheet outlining the 2009 tax year distribution for the 2011 Fiscal Year is attached as well as the calculation of the settlement amount provided to the Village from School District 97. In the case of the Madison Street TIF settlement agreement, the formula requires that 25% of the total deficiency (\$220,806 or 25% of \$883,225) is to be paid to the District. The total amount of surplus distribution for the 2009 tax levy is \$688,450.07 as compared to \$728,053.64 last year. The Village's General Fund, as a taxing district within the TIF, will receive \$93,395.68 of this TIF distribution.

**Item Policy Commentary (Key Points, Recommendation, and Background):** Since this settlement agreement occurred after "tax caps" legislation, the language governing the distribution of revenues for agency distribution is a direct result of a deficiency factor established as a result of the difference between the original E.A.V and the annual growth of the district. As growth of the district occurs, the Village has committed to remit to the School District 25% of the property tax difference not received because of the TIF.



**VILLAGE OF OAK PARK  
AGENDA ITEM COMMENTARY**

*Page 2*

Action of the Village Board in the passage of the attached resolution directs the Cook County Treasurer's Office to distribute these funds to all the affected taxing districts through the normal property tax distribution system. This distribution will occur in or around March 2011 once property taxes begin to be collected and remitted by the County and will require that the Village transfer funds to the County at that time for it to take affect.

**Item Budget Commentary:** Adequate funds have been allocated in the 2011 budget for this expenditure in account 2072-46204-101-580680. Also, the Village General Fund will receive \$93,395.68

**Proposed Action:** Approve the resolution.

**RESOLUTION DECLARING A DISTRIBUTION OF \$688,450.07 IN  
TAX INCREMENT REVENUES FROM THE MADISON STREET  
TAX INCREMENT FINANCE DISTRICT TO TAXING DISTRICTS  
BASED UPON 2009 TAX RATES**

**WHEREAS:** The President and Board of Trustees approved a settlement agreement between the Village of Oak Park and Oak Park Elementary School District #97, which was executed and dated March 6, 1995; and,

**WHEREAS:** The settlement provides for a settlement payment provided that District #97 experiences certain deficiencies due to real property tax revenues captured by the redevelopment project area; and,

**WHEREAS:** The President and Board of Trustees declared by Resolution dated March 3, 1997 to provide pro-rata payments by declaring a portion of the tax increment collected by the Village from the redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act to be surplus funds within the meaning of this Act.

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

The Village declares that **\$688,450.07** 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 2009 tax levies.

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

**Page 2**

**Madison Street TIF Distribution**

**ADOPTED** this \_\_\_\_\_ day of **February 2011** pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this \_\_\_\_\_ day of **February 2011**.

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David G. Pope  
Village President

**ATTEST:**

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Teresa Powell  
Village Clerk

*Published by me in pamphlet form this \_\_\_\_\_ day of February, 2011.*

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Teresa Powell  
Village Clerk

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## VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY

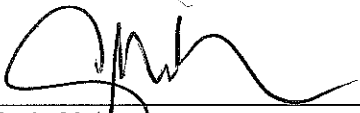
**Item Title:** Resolution Declaring a Distribution of \$1,561,993.14 in Tax Increment Revenues from the Downtown Oak Park TIF District to Taxing Districts Based upon 2009 Tax Rates

**Resolution or Ordinance No.** \_\_\_\_\_

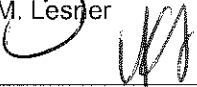
**Date of Board Action:** February 7, 2011

**Staff Review:**

Chief Financial Officer

  
\_\_\_\_\_  
Craig M. Lesner

Village Manager's Office

  
\_\_\_\_\_

**Item History (Previous Board Review, Related Action, History):** In March, 1985, the Village Board of Trustees entered into an agreement with School District #97 resulting in the school district dismissing a lawsuit it had filed in response to the Village's creation of the tax increment finance (TIF) district for downtown Oak Park. The agreement states that an annual settlement amount from the TIF district will be paid to School District #97 if the district has levied its maximum levy and is still deficient in tax revenue collected. This would be due to the effects of lost tax revenue from the increased assessed valuation of the TIF District on which the school district is unable to tax. For this particular distribution, Tax Cap legislation passed by the State legislature affects the amount of the maximum tax rate that can be annually levied by the district. This has been taken into consideration by the district and village staff when calculating the "deficiency".

State Law also requires that when a distribution in a TIF fund is declared by a local government, those revenues must be returned to all affected taxing districts in that particular TIF on a proportionate basis to the tax rates in affect for that year. A worksheet outlining the 2008 distribution for the 2010Fiscal Year is attached as well as the calculation of the settlement amount provided to the Village from School District 97.

In the case of the Downtown TIF settlement agreement, the formula requires that 22.5% of the total deficiency (\$469,443.32 or 22.5% of \$ \$2,086,414.77) is to be paid to the District. Because the District #97 levy rate comprises 32.1% of tax code 27004 and 28.6% of tax code 27005, it is necessary to calculate the full amount of funds necessary from the TIF fund for each of the tax code areas to fund the proportionate distribution to the other tax districts. The total amount for the 2009 tax levy is \$1,561,993.14 as compared to \$1,805,254.21 year. The Village's General Fund and Special Service Area #1 Fund, as taxing districts within the TIF, will receive \$198,563.03 and \$98,320.14 respectively, of this TIF distribution.

**Item Policy Commentary (Key Points, Recommendation, Background):** Since the execution of the settlement agreement, Village records indicate that the Village has distributed "deficiency" revenues to the taxing districts all but four of the tax levy years and

## **VILLAGE OF OAK PARK AGENDA ITEM COMMENTARY**

### **Page 2**

every levy year since 1991. A “deficiency” distribution occurs when the maximum tax rate allowed under the tax cap legislation is attained and still results in a revenue “deficiency” to the School District.

Action of the Village Board in the passage of the attached resolution directs the Cook County Treasurer’s Office to distribute these funds to all the affected taxing districts through the normal property tax distribution system. This distribution will occur in or around March 2011 once property taxes begin to be collected and remitted by the County and will require that the Village transfer funds to the County at that time for it to take affect.

**Item Budget Commentary:** Funds have been allocated in the 2011 budget for this expenditure. The DTOP TIF expense will be charged to account 2098-46204-101-58168. Also, the Village General and Special Service Area #1 Funds will receive \$198,563.03 and \$98,320.14 respectively, of this TIF distribution.

**Proposed Action:** Approve the resolution.

**RESOLUTION DECLARING A DISTRIBUTION OF \$1,561,993.14 IN  
TAX INCREMENT REVENUES FROM THE DOWNTOWN OAK  
PARK TAX INCREMENT FINANCE DISTRICT TO TAXING  
DISTRICTS BASED UPON 2009 TAX RATES**

**WHEREAS:** The President and Board of Trustees approved a settlement agreement between the Village of Oak Park and Oak Park Elementary School District #97, which was executed and dated March 19, 1985; and,

**WHEREAS:** The settlement provides for a settlement payment provided that District #97 experiences certain deficiencies due to real property tax revenues captured by the redevelopment project area; and,

**WHEREAS:** The President and Board of Trustees declared by Resolution dated April 1, 1985 to provide pro-rata payments by declaring a portion of the tax increment collected by the Village from the redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act to be surplus funds within the meaning of this Act.

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

The Village declares that **\$1,561,993.14** 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 2009 tax levies.

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

**Page 2**  
**Downtown TIF Distribution**

**ADOPTED** this \_\_\_\_\_ day of **February 2011** pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by me this \_\_\_\_\_ day of **February 2011**.

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David G. Pope  
Village President

**ATTEST:**

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Teresa Powell  
Village Clerk

*Published by me in pamphlet form this \_\_\_\_\_ day of February, 2011.*

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Teresa Powell  
Village Clerk

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**VILLAGE OF OAK PARK**  
**AGENDA ITEM COMMENTARY**

**Item Title: RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO FILL TWO POSITIONS  
IN THE POLICE DEPARTMENT**

**Resolution or Ordinance No.** \_\_\_\_\_

**Date of Board Action:** February 7, 2011

**Staff Review:**

**Human Resources Director:**

  
Frank Spataro

**Village Manager's Office:**

**Item History:** Following the Village Board's November 2010 approval of the 2011 Budget, the Police Department reviewed their staffing needs for 2011 and determined that the Department's effectiveness could be enhanced with the addition of a Police Budget Coordinator and a Police Community Liaison Coordinator to their staffing complement. These proposed positions can be funded for the remainder of the year through the existing 2011 Police Department budget.

**Item Policy Commentary:** The Police Department determined the need for the Police Budget Coordinator and Police Community Liaison Coordinator positions as a result of two staffing changes that occurred in 2010 that had a significant impact on the Department. The first change was the elimination of a Deputy Police Chief position for budget reasons and lay-off of the incumbent who at the time was overseeing Community Policing and the Investigations Bureau. The second change was the retirement of a Police Commander who at the time was in charge of the Investigations Bureau. These changes resulted in reducing the number of Deputy Police Chiefs from two to one, and reducing the number of Police Commanders from five to four. The elimination of the Deputy Police Chief position resulted in the remaining Deputy Police Chief assuming additional Deputy Chief responsibilities in addition to providing administrative support to the Department in the form of preparing and administering the Department's budget and overseeing the Field Services Division consisting of all sworn and non-sworn patrol and enforcement personnel. The retirement of the Police Commander in charge of the Investigations Bureau required reassigning the remaining Commanders that provided the Police Chief with an opportunity to evaluate the service delivery model for Community Policing. Late in 2010, during which time the 2011 Budget was under review and approved, the need for the Police Budget Coordinator and Police Community Liaison Coordinator positions emerged from reviewing the Department's staffing needs resulting from the described staffing changes. The general responsibilities of each position, both of which are non-sworn and non-union, are described below to justify the transfer of funds.

- 1. Police Budget Coordinator.** This position will be responsible for preparing and analyzing the Police Department's budget that includes performing analytical work to determine budget requirements; analyzing financial information concerning expenditures for payroll, capital projects, operating expenses, grants, supplies and equipment, professional services contracts, and other costs, and projected revenues from various fees, taxes, investments, appropriations and other sources to develop and justify requested funding levels; and reviewing and evaluating actual expenditures and revenue against budget projections and recommend adjustments or corrections as needed. This position will also be responsible for reviewing, evaluating and reporting on performance measurement indicators and applicable benchmarks. This position will relieve the remaining Deputy Chief from having to perform these budget-related activities, while still remaining responsible for their performance through oversight and direction.
- 2. Police Community Liaison Coordinator.** As stated above, the reassignment of Police Commanders provided the Police Chief with an opportunity to evaluate the service delivery model for Community Policing. As a result of that review, the Police Chief determined that the addition of a civilian performing high-level, professional community liaison duties would serve to promote and maintain the relationships between the Police Department and the various neighborhood and business community groups throughout



the Village. This position will be responsible for performing a wide variety of non-sworn law enforcement duties working with individuals, organizations, civic and neighborhood groups to develop and promote the capacity and opportunity for members of the community to participate effectively in the Police Department's Community Policing initiatives. The employee in this position will also be responsible for serving as a facilitator or communication channel between the Police Department and community or neighborhood groups to solve problems and/or address issues of local concern.

**Item Budget Commentary:** The estimated funding requirements for the proposed Police Community Liaison Coordinator and Police Budget Coordinator positions for 2011 is shown below including base wages and Village-paid benefits.

	SALARIES	VOP-PAID IMRF	VOP-PAID FICA	VOP-PAID HEALTH INSURANCE	VOP-PAID LIFE INSURANCE	WAGES & BENEFITS
Police Budget Coordinator & Police Community Liaison Coordinator, Account 1001-42400-101	\$95,000	\$11,320	\$7,270	\$35,200	\$90	\$148,880

**Proposed Action:** Approve the Resolution

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO FILL TWO POSITIONS IN  
THE POLICE DEPARTMENT**

**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 to fill a Police Budget Coordinator position and a Police Community Liaison Coordinator position in the Police Department.

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

**ADOPTED** this 7<sup>th</sup> day of February, 2011 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ADOPTED AND APPROVED** by me this 7<sup>TH</sup> day of February, 2011.

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**David G. Pope**  
Village President

**ATTEST:**

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**Teresa Powell**  
Village Clerk

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION

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AGENDA ITEM COMMENTARY

**Item Title: ORDINANCE AMENDING ARTICLES 19, 20, 23 AND 35 OF CHAPTER 2 RELATING TO THE ESTABLISHMENT, COMPOSITION AND DUTIES OF COMMUNITY RELATIONS COMMISSION, BUILDING CODES ADVISORY COMMISSION, HISTORIC PRESERVATION COMMISSION AND CITIZEN INVOLVEMENT COMMISSION AND ARTICLE 2, CHAPTER 20 OF THE VILLAGE CODE RELATING TO THE ESTABLISHMENT, COMPOSITION AND DUTIES OF THE OAK PARK BOARD OF HEALTH**

**Date of Board Action: February 7, 2011**

**Staff Review: Teresa Powell, Village Clerk**

**Submitted by: Citizen Involvement Commission  
Jim Kelly, Chairperson**

**Item History:**

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

At the January 18, 2011, the Village Board meeting, Citizen Involvement Commission (CIC) presented a report on recommended changes to Advisory Boards and Commissions, based on discussion with Commission Chairs and Staff Liaisons. The attached ordinance changes reflect changes in the composition of five boards and commission as detailed below to better reflect the current needs of these commissions. Additional changes in commissions will be presented in the near future, as these require more extensive language revision.

**Item Policy Commentary:**

The membership of the Building Codes Advisory Commission increase from seven (7) to nine (9) positions with the addition of two (2) additional contractors in any construction trade who currently is licensed to do business in the Village of Oak Park. Extend commissioner and chair tenure to allow three (3) terms of three (3) years each. Add a one-term "emeritus" non-voting position that would allow for continuity of "institutional memory" but would not count towards a quorum (2-20-2).

The membership of the Community Relations Commission decrease from thirteen (13) to nine (9), with an option for inclusion of a student member.

The membership of the Citizen Involvement Commission decrease from thirteen (13) to

nine (9).

The membership of the Historic Preservation Commission shall include a resident or business in one of Oak Park's designated Historic Districts (2-23-1).

The membership of the Board of Health shall include three health professionals (medical doctor, nurse and dentist) and other members with a general knowledge of and interest in public health issues. A dentist has been included in this recommendation as the United States Surgeon General has reported that lack of dental care is one of the chief public health crises of our time. In the same way that the Building Codes Advisory Commission, which provides technical advice to the Village Board on building codes and consists of residents who are employed in the trades, the Health Department has recommended that the Board include trained professionals and others with an interest and background in public health (20-2-1). The Historic Preservation Commission also has a similar requirement: "...all commissioners shall have a demonstrated interest, competence or knowledge in historic preservation."

**Item Budget Commentary:**

None.

**Proposed Board Action:**

Adoption of proposed ordinance revisions.

**ORDINANCE AMENDING ARTICLES 19, 20, 23 AND 35  
OF CHAPTER 2 RELATING TO THE ESTABLISHMENT,  
COMPOSITION AND DUTIES OF COMMUNITY  
RELATIONS COMMISSION, BUILDING CODES  
ADVISORY COMMISSION, HISTORIC PRESERVATION  
COMMISSION AND CITIZEN INVOLVEMENT  
COMMISSION AND ARTICLE 2, CHAPTER 20 OF  
THE VILLAGE CODE RELATING TO THE  
ESTABLISHMENT, COMPOSITION AND DUTIES  
OF THE OAK PARK BOARD OF HEALTH**

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

**SECTION ONE:** That Section 2-19-1 of the Village Code entitled "Community Relations Commission; Establishment; Composition" is hereby amended to read as follows:

**2-19-1: ESTABLISHMENT; COMPOSITION:**

There is hereby established a commission to be known as the Village of Oak Park Community Relations Commission. The Commission shall consist of a chairperson and ~~twelve (12)~~ eight (8) members appointed by the President and subject to the approval of the Board of Trustees for three (3) year terms on a staggered basis with the chairperson and four (4) commissioners appointed during one year and five (5) commissioners appointed in each of the next two (2) years. ~~Two (2)~~ One (1) members of the Commission shall be an attorneys with experience in housing law, employment law, housing or employment discrimination, civil rights or other related areas of the law. One (1) member may be a high school student.

**SECTION TWO:** That Section 2-20-2 of the Village Code entitled

“Building Codes Advisory Board; Membership” is hereby amended to read as follows:

**2-20-2: MEMBERSHIP:**

The Commission shall consist of a chairperson and ~~six (6)~~ **eight (8)** members appointed by the President with the consent of the Village Board. All Commission members shall be qualified electors of Oak Park and shall not be employees of the Village. The Commission shall include:

- A. A registered design professional who is a registered architect;
- B. A licensed Illinois plumber or registered design professional with plumbing engineering experience;
- C. A licensed electrician or registered design professional with electrical engineering experience;
- D. An HVAC contractor or registered design professional with mechanical engineering experience;
- E. A fire protection contractor or a design professional with fire protection engineering experience;
- F. A building code professional who is a Certified Building Official or Master Code Professional;
- G. **A Three (3) contractors** in any construction trade who currently **is are** licensed to do business in the Village of Oak Park.
- H. **A former member of the Building Codes Advisory Commission as an “emeritus” non-voting member to serve for one (1) term only. This position would not count towards a quorum.**

**SECTION THREE:** That Section 2-23-1 of the Village Code entitled

“Historic Preservation Commission; Establishment; Composition” is hereby amended to read as follows:

**2-23-1: ESTABLISHMENT; COMPOSITION:**

- A. There is hereby established in and for the Village a commission to be known as the Historic Preservation Commission.
- B. The Commission shall consist of a chairperson and ten (10) members, to be appointed by the Village President with the consent of the Board of Trustees. Appointments shall be on a staggered basis for terms of three (3) years, with the chairperson and three (3) members appointed during one year and no more than four (4) members and no fewer than three (3) members appointed in each of the two (2) succeeding years.
- C. At least eight (8) members of the Commission shall have demonstrated expertise in the discipline of history, architectural history, art history, architecture, engineering, planning, law, real estate, historic preservation or related field. One (1) member of the Commission shall be a homeowner or business owner or representative located in a designated Oak Park Historic District. Citizens without such demonstrated expertise or residence shall have a priority with regard to the appointment of members to the ~~three (3)~~ two (2) remaining slots on the Commission, except that all commissioners shall have a demonstrated interest, competence or knowledge in historic preservation.

**SECTION THREE:** That Section 2-35-2 of the Village Code entitled “Citizen Involvement Commission; Composition” is hereby amended to read as follows:

**2-35-2: COMPOSITION:**

The Citizen Involvement Commission shall consist of a chairperson and ~~twelve (12)~~ eight (8) members, including a chairperson to be appointed by the Village President, by and with the consent of the Village Board of Trustees. All terms shall be for a three (3) year period on a staggered basis, with the chairperson and four (4) members or five (5) members appointed each year.

**SECTION FOUR:** That Section 20-2-1 of the Village Code entitled “Oak Park Board of Health; Establishment; Term of Members” is hereby amended to read as follows:

**20-2-1: ESTABLISHMENT; TERM OF MEMBERS:**

There is hereby established an advisory board in and for the Village which shall be known as the Oak Park Board of Health and which shall be composed of seven (7) members including a chairperson and six (6) other members to be appointed by the Village President with the concurrence of the Board of Trustees. ~~One member may be a high school student.~~ **As this Commission provides technical and public health advice to the Health Department and the Village Board, the Commission shall include:**

- A. A medical doctor (MD or DO);**
- B. A registered nurse (RN);**
- C. A dentist (DDS);**
- D. One (1) member may be a high school student;**
- E. Members of the Commission other than the student member shall have a demonstrated interest in and knowledge of public health issues; and**
- F. All appointments, other than the student member, shall be for three (3) year terms on a staggered basis with approximately one-third (1/3) of the Board being appointed each year.**

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

**ADOPTED** this 7<sup>th</sup> day of February 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:



ABSENT:

APPROVED by me this 7<sup>th</sup> day of February 2011.

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David G. Pope  
Village President

ATTEST:

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Teresa Powell  
Village Clerk