



TENTATIVE A g e n d a
President and Board of Trustees
Monday, May 16, 2011
Village Hall
123 Madison Street

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

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

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

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

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

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

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

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

- V. **Agenda Approval**
- VI. **Minutes – Regular Village Board Meeting Minutes of May 2, 2011**
- VII. **Proclamation**
 - A. **National Police Week, May 15-21, 2011 and National Law Enforcement Officers’ Memorial Day, May 15, 2011**
- VIII. **Resolutions**
 - A. **Resolution Endorsing the Attached Letter on Behalf of the Village of Oak Park to the IL General Assembly Redistricting Committee**
 - B. **Resolution in Appreciation of Attorney Richard Martens**
- IX. **Non-Agenda Public Comment – *Please refer to instructions above.***
- X. **Village Manager Reports**
- XI. **Citizen Commission Vacancies**

Overview: This is an ongoing list of current vacancies for the Citizens Involvement Commissions. Residents are encouraged to apply through the Village Clerk’s Office.
- XII. **Citizen Commission Appointments, Reappointments, Removal, Resignation and Chair Appointments**

Overview: Names are forwarded from the Citizens Involvement Commission to the Village Clerk and then forwarded to the Village President for recommendation. If any appointments are ready prior to the meeting, the agenda will be revised to list the names.

Community Design Committee – Tom Phillion, Appoint as Chair
Community Development Citizens Advisory Committee – Mark Benson, Reappoint
Farmers’ Market Commission – Molly McDonough Carson, Appoint
- XIII. **Regular Agenda**
 - A. **A Recap of HPAC’s Report to the Board on Affordable Housing and Presentation by the Chicago Metropolitan Agency for Planning (CMAP) Regarding Implementation Strategies (30 minutes)**

Overview: HPAC provided an overview of the Affordable Housing Report at the September 7, 2010 Regular Meeting in which the Board expressed an interest in having HPAC return for a more in-depth conversation about the report. In addition, CMAP will provide a brief presentation on its role in working with Oak Park and the other nearby communities to provide a regional housing analysis.

 - 1. **Motion to Accept the 2010 Report on Affordable Housing Strategies Prepared by the Housing Programs Advisory Committee and Direction to Proceed with a Recommendation to Prioritize Local and Regional Initiative to Determine Region Housing Plans**

B. (*) Consideration of Plan Commission's Recommendations and Findings of Fact as Proposed for 820-832 Madison Street & 436 South Grove Avenue (Interfaith "Housing Development") to Approve the Applicants Request for Planned Development Approval and Direct Staff to Prepared the Necessary Documents

- 1. Brief Overview by Developer**
- 2. Presentation of Plan Commissions' Findings**
- 3. Board Questions**
- 4. Public Comment (3 Opposed, 3 In Favor) ***
- 5. Board Direction**

() 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.*

C. Resolution Authorizing the Execution of a Contract with Riddiford Roofing Co. of Arlington Heights, Illinois to Replace the Roof at the Main Fire Station in an Amount Not to Exceed \$159,900.00

Overview: Staff is recommending that the Village Board approve a contract with Riddiford Roofing Co. to replace the roof at the Main Fire Station. Riddiford was the low bid on the project. Riddiford Roofing was the Company who replaced the small roof section in 2009 and they proved to be a very competent, professional and quality contractor.

D. Resolution Authorizing Participation in the Suburban Tree Consortium for the Purchase and Planting of Parkway Trees for Spring and Fall 2011, in an Amount Not to Exceed \$155,000.00 Waiving the Village's Bid Process

Overview: This is an annual contract in which Staff recommends that the Village approve a Resolution to waive the bidding process and participate in the Suburban Tree Consortium (STC) program for the purchase and planting of parkway trees for spring and fall 2011. The Village has participated in the STC since 1987. This agenda item also includes a grant of \$30,000 the Village received from the Metropolitan Mayors Caucus.

E. Resolution Authorization Execution of a Contract with A.C. Pavement Striping Company for Project 11-6, Microsurfacing and Crack Filling of Various Streets in an Amount Not to Exceed \$300,000

Overview: This is an annual capital improvement contract. The low bid was A.C. Pavement Striping Co. This year at the request of the Village of River Forest, the Village offered to include their projects in the bid in order to assist them in obtaining a better price through greater quantities. The contract was reduced slightly to meet the amount in the 2011 budget.

F. Resolution Authorizing Execution of a Contract with Crowley Sheppard Asphalt Inc for Project 11-7, Pavement Patching in an Amount Not to Exceed \$132,000

Overview: This is an annual capital improvement project. The low bid was Crowley-Sheppard Asphalt, Inc. The concrete patching was included in the alley contract because of similar materials. Also included are 3 decorated crosswalk markings along Harrison Street. . The contract is reduced to the amount in the 2011 budget.

- X. **Ordinance Amending Article 18 of Chapter 2 Relating to the Community Design Commission and Rescinding Section 25-1-3 of the Village Code relating to the Establishment, Composition, Appointment of Members and Duties of Oak Park Forestry Commission As Reviewed at the February 22, 2011 Regular Meeting**
Overview: Last year the Village Board charged the Citizen Involvement Commission with reviewing all of the established Citizen Boards and Commissions and make recommendations to the Village Board regarding any modifications. This was one of the recommendations that was reviewed with the CIC earlier this year.
- XIV. **Consent Agenda**
- G. **Motion to Accept Recommendation to Approve Parking Restriction Changes on the 1200 Block of Columbian Avenue and Direct Staff to Prepare the Necessary Ordinance**
Overview: This is a recommendation from the Transportation Commission to remove the existing “No Parking 8am-10am Monday thru Friday” restriction and increase the existing “2 Hour 10am-5pm” parking restriction to a “4 Hour 10am-5pm” parking restriction on the 1200 block of Columbian Avenue.
- H. **Ordinance Amending Chapter 15, Article 1 of the Village Code Entitled “ Motor Vehicles and Traffic; In General” by Adding a New Section 26 Entitled “Parking Offenses Related to Time Restrictions, Time Limits and Prohibited Parking for Designated Areas”**
Overview: It is necessary on a bi-annual basis that the Board of Trustees approves a comprehensive street map of the Village which identifies all existing Daytime Parking Restrictions, inclusive of changes recommended to date by the Transportation Commission and authorized by the Board of Trustees. Beginning in 2012, staff will present the Daytime Parking Restrictions Map for approval in January and July each year.
- I. **Ordinance Further Amending Ordinance 1988-0-58 Establishing On-Street Overnight Permit Parking in R-7 Zones Districts as Previously Amended by Ordinance 2009-0-57, Ordinance 2008-0-050, Ordinance 2008-0-010, Ordinance 2005-0-022, Ordinance 1994-0-60 and Ordinance 1995-0-68**
Overview: On November 15, 2010, the Board of Trustees accepted the recommendation of the Transportation Commission to implement “shared parking” concepts in the Oak Park Arts District on Harrison Street between Humphrey and Ridgeland to assist parking utilization by residents, employees and visitors to the area. This item is the final ordinance need to fully implement all recommended changes.
- J. **Resolution Authorizing an Extension of a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc., for Ongoing Consulting Engineering Services at the Holley Court Parking Garage**
Overview: This is a professional services agreement for ongoing engineering consulting services at the Village-owned Holley Court Garage.

- K. Resolution Authorizing Execution of an Agreement between the Village of Oak Park and the Dombrowski Christmas Tree Farm for the use of Lot #116 at Northeast Corner Oak Park Avenue and Madison**
Overview: Since 2005, the Village has owned a 125 space parking lot at the Northeast corner of Oak Park Avenue and Madison and has licensed use of that lot each year to Fenwick High School, the Oak Park Arms and from Thanksgiving through December 24th the Dombrowski Tree Farm. The proposed Agreement is consistent with the prior Agreements with a rent fee to the Village of \$2,175.
- L. Resolution Authorizing the Execution of an Amended Contract in an Amount not to Exceed \$48,100 for a total of \$219,000 with G.A. Paving Contractors Inc., for Snow Plowing and Salting of Village Leased/Owned Parking Lots for a One-Year Period**
Overview: An amendment is proposed to the contract between the Village and G.A. Paving for snow plowing and salting of the 100+ Village owned/leased parking lots. The current contract was approved February 22, 2011 for \$170,900. The final total cost of services for the February blizzard is \$94,500, in addition to total snow removal costs for the snow season of \$124,500. As a result, a contract increase of \$48,100 is requested. The 2011 Village budget can cover the cost of this contract. The Village also hopes to receive a portion of this refunded from the federal government since the blizzard was declared a federal disaster.
- N. Resolutions Authorizing Single Family Housing Rehabilitation Loans and Lead Hazard Grants**
- 1. Resolution Authorizing a Single Family Housing Rehabilitation Loan and Lead Hazard Reduction Grant: SFR-038**
Overview: The purpose of the Single Family Housing Rehabilitation Loan Program is to address and to correct deteriorated and blighted homes throughout the Village. The eligible homeowner is requesting a deferred loan of \$24,999.00 and a lead hazard reduction grant of \$12,000.00 from the Village.
 - 2. Resolution Authorizing a Single Family Housing Rehabilitation Loan and Lead Hazard Reduction Grant: SFR-040**
Overview: The purpose of the Single Family Housing Rehabilitation Loan Program is to address and to correct deteriorated and blighted homes throughout the Village. The eligible homeowner is requesting a deferred loan of \$21,750.00 and a lead hazard reduction grant of \$5,500.00 from the Village.
- O. Ordinance Authorizing the Disposition of Surplus Vehicles On An "As Is" Basis**
Overview: Staff recommends the approval of two ordinances declaring vehicles and equipment as surplus property. One ordinance authorizes the disposition of the vehicles, listed as Exhibit A, at the West Central Municipal Conference (WCMC) 2011 June auction. If these vehicles are not sold at the WCMC auction, they will be stored until the WCMC 2011 fall auction. If these vehicles are not sold at the WCMC 2011 fall auction or if there is no fall auction, they will be disposed of as scrap metal. The second ordinance authorizes the trade in of a piece of equipment as listed on Exhibit B.

P. Resolutions Authorizing Execution of Various Public Works Contracts

1. Resolution Authorizing the Execution of a Contract with R&L Maintenance of Oak Park, Illinois for Installation of Electrical Equipment for the Public Works Emergency Generator in an Amount not to Exceed \$60,420.00

Overview: Staff recommends approval of the low bid contract with R&L Maintenance. An electrical contractor is needed to install the electrical components associated with hooking up the generator to the outside of the Public Works Center. This contract includes equipment such as power cables, conduit, receptacles for the exterior of the building, and conductors. Excavation and coring is also required. The contractor will also replace the receptacles at the north and south pumping stations. The rest of the required electrical components already exist at the north and south pumping stations making that work much more straightforward and less expensive than the work needed at the Public Works Center.

2. Resolution Authorizing the Execution of a One-Year Contract Extension with McAdam Landscape Inc. of Forest Park, Illinois for Village Wide Litter Pick Up Services in an Amount not to Exceed \$50,000.00

Overview: Last year the Village outsourced this work. Staff recommends that the contract be extended for a one year period from June 1, 2011 thru May 31, 2012 in the amount of \$50,000.00. This amount will cover the cost of litter pick up as specified in the specifications (46 weeks) and allow for additional litter pick up in the event there is a mild winter. McAdam has provided a satisfactory level of service for this work. They have indicated they are willing to enter into a third year of this contract with an increase.

3. Resolution Authorizing the Execution of a One-Year Contract Extension with DisposAll Waste Services, LLC of Forest View, Illinois for Village Wide Refuse/Recycling Container Pick Up Services in an Amount not to Exceed \$128,500.00

Overview: Last year the Village outsourced this work. Staff recommends that the contract be extended for a one year period from June 1, 2011-May 31, 2012 in an amount not to exceed \$128,500.00. DisposAll has provided a satisfactory level of service for this work.

4. Resolution Authorizing the Execution of a One Year Contract with G.A. Paving Construction Co., of Bellwood, Illinois for Village Wide Utility Pavement Patching Services in an Amount not to Exceed \$50,000.00

Overview: Staff recommends approval of a lob bid contract with G.A. Paving Construction Co. This work is for various repairs that are a result of the Water & Sewer Division's repairs to the water distribution system and the sewer collection system. The Village averages approximately 125 utility pavement repairs annually. Staff is recommending we execute a contract for G. A. Paving's quoted unit prices not to exceed \$50,000.00

5. Resolution Authorizing Execution of a Contract with Anderson Elevator Company for Repair of Elevator Equipment at the Avenue Garage in an Amount not to Exceed \$48,750 Waiving the Village's Bid Process

Overview: This is an emergency repair for an elevator at the Avenue Garage. Anderson Elevator is the maintenance provider for the majority of the parking garages' elevators.

Q. Motion to Approve the Request to Install an Eight-Foot Tall Fence at 512 S. East Avenue

Overview: Section 17-1-3.1 requires the Village Board to approve fence height requests in excess of 7 feet. This applicant presents a request for a fence variation for a fence along her side yard that lies adjacent to a public alley. The applicant is requesting permission to replace an approximately six-foot tall wood fence with an eight-foot tall wood fence at 512 S. East Avenue. Said fence would run along the north property line between the house and the garage, adjacent to a 15 foot wide public alley.

R. 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 an After-School Care Center (A Day-Care Facility) at 409 Greenfield Street

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.

S. Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Installation of Bus Shelters at Various Locations

Overview: The Village received a CMAQ grant to install bus pads for placement of shelters at 10 locations. Plans and bidding documents have been submitted to IDOT to move this project forward. This agreement authorizes the State to bid and award a contract for these installations. A subsequent agreement with Pace Suburban Bus will be brought forward for the actual shelter installations and maintenance.

T. Motion to Refer Application for Special Use Permit from Evolution Fitness, by its Authorized Agent Errol Kirsch, for A Hand Car Wash Facility at 711 Madison Street to The Zoning Board of Appeals to Hold a Public Hearing

Overview: On April 29, 2011, Errol Kirsch, on behalf of Evolution Fitness, filed an application pursuant to Section 3.1 (Summary Use Matrix), Section 3.9.6 F 3 C and Section 4.5.2 G (Car Washes) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit authorizing a hand car wash facility located at 711 Madison Street, which is located in a C-Commercial District.

V. Resolution Authorizing Execution of a Three Year Service Agreement with Call One to Provide Telephone Line Services at an Estimated Annual Cost not to Exceed \$102,000.00 annually.

Overview: This is a contract to provide the Village with 3-years of local, long distance and telecommunication line service.

W. Ordinance Amending chapter 30 of the Village Code by Amending Article 2 Entitled "Village Sponsored Mid-Week Market" to Reflect the 2011 Market Schedule

Overview: This ordinance reflects minor changes to the Mid-Week Market in 2011. The Market will start earlier in June and will begin one hour later at 5:00 p.m.

Call to Board and Clerk

Adjourn

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

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

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

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

PROCLAMATION

NATIONAL POLICE WEEK, MAY 15 – 21, 2011
NATIONAL LAW ENFORCEMENT OFFICERS' MEMORIAL DAY – MAY 15, 2011

WHEREAS, by an Act of Congress and through the Proclamation of President John F. Kennedy in 1963 to recognize law enforcement's fallen heroes, May 15th of each year has been declared to be National Law Enforcement Officers' Memorial Day, and the week in which that date falls, National Police Week; and

WHEREAS, the problems of crime and the importance of a maintenance of civil order impact upon all segments of our society, and the safety and security of our citizenry depends in large part on the courageous and dedicated efforts of the men and women sworn to duty in local Police Departments, who must develop and expand a cooperative relationship with an aware and involved citizenry; and

WHEREAS, Village officials and citizens of Oak Park are appreciative of those members of the Oak Park Police Department who may be called upon to risk their personal safety in the line of duty;

NOW, THEREFORE, I, David G. Pope, President of the Village of Oak Park and Board of Trustees, do hereby proclaim May 15, 2011 to be Law Enforcement Officers' Memorial Day, and the Week of May 15–21, 2011 as Police Week in the Village of Oak Park, and encourage the citizens of the community to respect and commend the efforts put forth by the Law Enforcement Officers of the Village of Oak Park and work cooperatively with them to create and maintain an environment where all citizens of the community may feel safe and secure.

APPROVED this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

**Citizen Boards and Commissions
Vacancies**

UPDATED: 5/6/2011

Committee Name	Total Members	Number of Vacancies	Expired but Serving*	Total # Needed
BUILDING CODES ADVISORY COMMISSION	9	2	0	2
CITIZEN INVOLVEMENT COMMISSION	9	2	0	2
COMMUNITY DEVELOPMENT CITIZENS ADVISORY COMMITTEE	9	1	0	1
COMMUNITY RELATIONS COMMISSION	9	2	0	2
CITIZEN POLICE OVERSIGHT COMMITTEE	7	0	0	0
COMMUNITY DESIGN COMMISSION	13	4	0	4
ENVIRONMENTAL & ENERGY ADVISORY COMMISSION	9	0	0	0
FARMERS MARKET COMMISSION	11	2	0	2
FIRE AND POLICE COMMISSION	3	0	0	0
FORESTRY COMMISSION	7	1	0	1
HEALTH, BOARD OF	7	0	0	0
HISTORIC PRESERVATION COMMISSION	11	0	0	0
HOUSING PROGRAMS ADVISORY COMMITTEE	7	1	0	1
LIQUOR CONTROL REVIEW BOARD	5	0	0	0
PLAN COMMISSION	9	1	0	1
PUBLIC ART ADVISORY COMMISSION	11	0	0	0
TELECOMMUNICATIONS COMMISSION	5	4	0	4
TRANSPORTATION COMMISSION	7	1	0	1
UNIVERSAL ACCESS COMMISSION	7	1	0	1
ZONING BOARD OF APPEALS	7	2	0	2
TOTAL	162	24	0	24

Bolded CBACs need members

RESOLUTION

In Appreciation of

Richard A. Martens

1973 - 2011

WHEREAS, Richard A. Martens (known to all in the Village as Dick Martens), began his career as a municipal attorney with the Village of Oak Park in 1973 after having served two full years in the Peace Corps in Malaysia; and

WHEREAS, on June 30, 2011, Dick will conclude his 38 year relationship with the Village of Oak Park as legal counsel to the Zoning Board of Appeals, Plan Commission and Police Commission to more fully enjoy other parts of his life including spending more time with his wife, Linda;

WHEREAS, Dick, a lifelong area resident and graduate of Oak Park-River Forest High School was a Phi-Beta Kappa graduate of Denison University and received his law degree from the University of Michigan School of Law; and

WHEREAS, after serving as Village prosecutor for three years, Dick was promoted in June of 1976 to Assistant Village Attorney in charge of all real estate matters for the Village including all zoning, planning and fair housing matters while also providing legal counsel to the Village's Fire and Police Commission and the Oak Park Housing Authority and Residence Corporation; and

WHEREAS, upon the retirement of Village Attorney Art Thorpe, Dick served as Village Attorney with great skill and professionalism in 1982 and 1983;

WHEREAS, from 1984 through the present Dick Martens has been a constant positive force in the Village through his clear, professional and thoughtful legal counsel to the Village's Zoning Board of Appeals, the Plan Commission and the Fire and Police Commission as well as the Village Housing Authority and Residence Corporation; and

WHEREAS, Dick's patience, perseverance, even handedness and unswerving adherence to the rule of law has guided Village hearing bodies over the years through countless complex and emotionally charged issues, many of which have helped to shape the character of and quality of life within the Village of Oak Park; and

WHEREAS, those who have participated in the hearing processes for which Dick Martens served as counsel, came away with the feeling that regardless of outcome, the processes were fair, that they were given an opportunity to participate and be heard and that their concerns were thoughtfully addressed; and

WHEREAS, Dick Martens through his clear, concise and complete documentation of every hearing process in which he has served as legal counsel on behalf of the Village over the last 35 years has bequeathed to the Village an invaluable record of its zoning and planning history to guide it in the future; and

WHEREAS, Dick Martens over the course of his career has never stopped learning or striving to improve his professional skills as evidenced by his longstanding participation on the Chicago Bar Association Municipal Law Committee, the International Association of Municipal Attorneys, the Illinois Municipal League and the Home Rule Attorneys' Committee which he chaired in 2007 and 2008, to name but a few; and

WHEREAS, the Village will continue to benefit from Dick Martens' presence in the community long after his retirement through his valuable and ongoing participation in and contributions to all facets of community life; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park that sincere and abiding appreciation of a grateful Village be extended to Dick Martens for the having served the Village of Oak Park for 38 years with total professionalism and in the service of good government and the rule of law, and that he be presented with a copy of this Resolution which will be entered into the official records of the Village of Oak Park.

APPROVED this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

APPOINTMENTS

16 MAY 2011

Community Design Committee

Appoint as Chair:

Tom Phillion
121 S. Humphrey
708-359-2292

Term expires 5-16-14

Community Development Citizens Advisory Committee

Reappoint as Member:

Mark Benson
1163 S. Euclid
708-358-0588

Term expires 6-16-14

Farmers Market Commission

Appoint as Member:

Molly McDonough Carson
1113 S. Lombard
312-927-0962

Term expires 5-16-14

A.

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION
AGENDA ITEM COMMENTARY

Item Title: Motion to Accept 2010 Report on Affordable Housing Strategies prepared by the Housing Programs Advisory Committee and Direction to Proceed with Recommendation To Prioritize Local and Regional Initiatives to Determine Regional Housing Plan

Date of Board Action: May 16, 2011

Submitted by: Steven Glass, Chair, Housing Programs Advisory Committee

Department Manager: Tammie Grossman
Tammie Grossman

Village Manager's Office: ys

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

The Housing Programs Advisory Committee (HPAC) was charged with the task of reviewing the 2003 Affordable Housing Study and updating the study. Over the summer of 2008, HPAC reviewed the 2003 Study, the 2005-2009 Village of Oak Park's consolidated plan and the Tracy Cross April 2008 Housing Needs Assessment. In addition, the Metropolitan Planning Council presented to HPAC on issues affecting the region, and HPAC held a public forum on affordable housing strategies that could be implemented in the Village of Oak Park in August 2008. A draft report was prepared that fall and submitted to the Board. The Board did not review that report and subsequently, the housing market underwent tremendous change. During the spring and summer of 2010, HPAC reviewed the draft report and made additional changes to the report to reflect economic changes since HPAC first undertook this project in 2008. On September 7, 2010, HPAC presented the attached Affordable Housing Report and gave a 15 minute overview of the recommendations contained in the Report. At that time, the Board did not have opportunity to have a discussion of the recommendations.

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

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

HPAC requests that the Board accept the recommendation of the Affordable Housing Report to continue participating in West Cook Regional Housing Collaborative to prioritize local and regional initiatives to work with the Collaborative, its partners and CMAP to develop a regional housing analysis. HPAC will work with the Collaborative to ensure that the needs identified in the HPAC report are incorporated into the Homes for a Changing Region Analysis. The Analysis will also generate a list of recommendations that the region should consider which will probably be duplicative of recommendations that HPAC previously requested the Board to consider. Examples include Inclusionary Zoning ordinances for new development and eliminations of regulatory barriers. HPAC encourages the Village of Oak Park to work on these issues regionally with our neighboring municipalities and as it believes that a regional approach to addressing affordable housing issues is in the best interests of the Village.

Item Budget Commentary: Acceptance of the report's recommendation to work regionally on developing a housing plan does not require any expenditure of funds.

Proposed Action:
Approve the Motion.

West Cook County Housing Collaborative

CMAP has agreed to a two-phase commitment to the West Cook Housing Collaborative (the Collaborative) as part of the Chicago Metropolitan Planning Agency's (CMAP) Local Technical Assistance program. Phase one will include a Homes for a Changing Region Analysis of each member municipality and collectively of the Collaborative. CMAP staff will work in partnership with the IFF (formerly known as the Illinois Facilities Fund), the Metropolitan Mayors Caucus (the Caucus) and the Metropolitan Planning Council (MPC) to deliver a housing policy plan and all relevant information associated therewith to the Collaborative. Phase II of the Local Technical Assistance Project will include subregional TOD planning and analysis and will be scoped as Phase I progresses.

Phase I - Homes for a Changing Region

Homes for a Changing Region is a project of the Metropolitan Mayors Caucus (MMC), in partnership with the Chicago Metropolitan Agency for Planning (CMAP)'s Local Technical Assistance (LTA) program with support from the Metropolitan Planning Council (MPC). Homes for a Changing Region funds technical assistance for municipal leaders to chart future demand and supply trends for housing in their communities, and develop long-term housing policy plans. These plans will aim to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance the livability of participating communities.

Homes for a Changing Region includes the following components:

- Analysis of each community's **existing housing supply** that compares the type and price of housing stock to the age, income and tenure (rental or owner-occupied) of the population.
- A **subregional housing analysis** that identifies opportunities and gaps in the housing profile, and looks for opportunities for collaboration between neighboring communities.
- A **workforce housing analysis** that focuses on the match between the sub-region's key employment sectors and the existing housing stock.
- **Housing + transportation (H+T) affordability** – analysis of combined housing and transportation costs using Center for Neighborhood Technology (CNT) methodology.
- A **market segmentation analysis** that uses Claritas PRIZM® NE data to separate each community's housing markets into key household types. Our recommendations will focus on meeting the current and future needs of each segment, along with strategies for attracting targeted segments.
- Design, planning and facilitation of one **public or stakeholder workshop** for each community.
- A series of **policy and strategic recommendations** for creating a balanced, sustainable future housing supply, along with **targeted goals** that can be used to determine a community's future progress in implementing the plan.
- Design **visualizations** for a focus area in each community.



Chicago Metropolitan
Agency for Planning

Subregional Approach

In partnership with CMAP and MPC, MMC will work with the Collaborative communities through the Working Group and Steering Committee, as well as staff from each municipality to identify individual housing-related opportunities along with common subregional housing objectives. This approach aligns with the goals of *GO TO 2040*, CMAP's comprehensive regional plan, as it helps to balance the need for local autonomy while advancing the benefits of regional cooperation. The CMAP Housing Committee will serve as the "advisory committee" for the project and review progress on a quarterly basis. This committee includes representation from the Illinois Housing Development Authority (IHDA), local nonprofit organizations, the development community, advocacy groups, and municipal staff.

Funding

The Metropolitan Mayors Caucus receives funding support for this project from the Chicago Community Trust and the Harris Family Foundation. CMAP receives funding support the LTA program from a HUD Sustainable Communities Regional Planning Grant.

Trustee Johnson discussed the section regarding drug and alcohol addiction and noted that the Village should not be responsible for this; the state requires testing before they issue a license.

President Pope asked Village Clerk Powell to compare rate structures in other communities and bring this back to the Board.

REGULAR AGENDA

*All Ordinances and Resolutions adopted herein
are herewith ordered filed in the Office of the Village Clerk*

E. Motion Accepting Report on Affordable Housing Strategies Prepared by the Housing Programs Advisory Committee

Housing Programs Manager and Staff Liaison to the Housing Programs Advisory Committee (HPAC) Tammie Grossman gave an overview of the recommendations included in the report. Items discussed included affordable senior housing, low income rental housing for larger families and foreclosures.

Ms. Grossman stated that HPAC plays a leadership role in the West Cook County Housing Collaborative and has applied for Federal HUD support under the Sustainable Communities Initiative to create a Regional Housing Trust Fund. The collaborative has also partnered with Charter One Bank and is discussing employer assisted housing initiatives with area employers.

Other recommendations to the Board included creation of a small rental housing rehab program, a condo grant or loan program, and to look at the equity assurance program for building an affordable housing complex. An inclusionary zoning ordinance was being adopted by other communities; HPAC recommended that the Village also consider this.

President Pope stated that the report warranted a more detailed conversation with the chairman and other members of HPAC, and that presently, the Board would formally receive the report and then schedule a future meeting.

Trustees Lueck and Johnson commended Ms. Grossman and HPAC for their efforts.

It was moved and seconded to approve a **Motion Accepting Report on Affordable Housing Strategies Prepared by the Housing Programs Advisory Committee** with an understanding to take it up in a subsequent conversation and provide direction back to HPAC.

A voice vote was taken and the motion was approved unanimously.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

C

Item Title: Resolution Authorizing the Execution of a Contract With Riddiford Roofing Co. of Arlington Heights, Illinois to Replace the Roof at the Main Fire Station in an amount not to exceed \$159,900.00

Resolution No.: _____

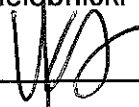
Date of Board Action: May 16, 2011

Staff Review:

Public Works Director:


John P. Wielebnicki

Village Manager's Office:



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

In 2009 the Village replaced a small section of the roof at the main fire station located at 100 N. Euclid. Riddiford Roofing Co. from Arlington Heights, Illinois was the roofing contractor who performed the work. The 2009 CIP budget provided only enough funds to replace this small section of the roof. The Public Works Department has planned to replace the remaining larger roof sections in 2011.

The main fire station has been experiencing significant roof leaks for several years and the entire roof was due to be replaced in 2008. The existing roof system is original and was installed in 1982. The roof has been patched several times over the past ten years to mitigate leaks and additional patching would no longer be effective and is not recommended.

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

On Wednesday, April 6th, staff issued an Invitation to Bid to replace the roof at the main fire station. The bid was advertised in the Wednesday Journal and on Demandstar, the Village's on-line purchasing program.

A pre-bid meeting was held on Monday, April 11th at the main fire station. Seven interested roofing contractors attended the meeting and received bid specifications.

Six bids were received on Friday, April 22nd, 2011. Riddiford Roofing Co. submitted the most favorable bid. Staff recommends that the Village Board approve a contract with Riddiford Roofing Co. to replace the roof at the main fire station. Riddiford Roofing Co. was the company who replaced the small roof section in 2009 and they proved to be a very competent, professional and quality contractor.

If the Village Board approves the contract with Riddiford Roofing Co., the work would commence during the last week of May and continue for approximately two weeks. The contractor understands the critical operations of the fire station and is committed to creating minimal disruptions.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

The new roof system will contain recycled content in the top membrane and will be an Energy Star rated white reflective topping.

A structural engineer was consulted to assess the feasibility of incorporating a solar panel system on the roof (either photovoltaic for electricity or thermal for hot water). Due to the existing layout and square footage of the roof, a photovoltaic system is not recommended. A solar thermal system for hot water would be feasible and the most practical approach, however, the existing roof structure would not support a typical array of solar thermal panels and additional structural support would need to be constructed and added to the existing structure. This could easily be done at a later date and does not need to be done as part of the 2011 roof replacement project.

Item Budget Commentary:

The FY 2011 Building Improvement Fund has dedicated \$275,000.00 to replace the roof at the main fire station in account no., 3012-43790-101-540673.

If awarded, the contract with Riddiford Roofing Co. would not exceed \$159,900.00.

Proposed Action: Approve the Resolution

RESOLUTION

AUTHORIZING THE EXECUTION OF A CONTRACT WITH RIDDIFORD ROOFING CO. OF ARLINGTON HEIGHTS, ILLINOIS TO REPLACE THE ROOF AT THE MAIN FIRE STATION IN AN AMOUNT NOT TO EXCEED \$159,900.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with Riddiford Roofing Co. of Arlington Heights, Illinois to replace the roof at the main fire station located at 100 N. Euclid for an amount not to exceed \$159,900.00. 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 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and G.E. Riddiford Roofing Co., 2333 Hamilton Road, Arlington Heights, IL 60005, 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 Bidders, Special Provisions and Plans for Project 11-115, Installation of Modified Bituminous Membrane Roofing-Self Adhering for Village of Oak Park Main Fire Station
 - b. Contractor's Proposal dated April 22, 2011; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

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 Building Maintenance Superintendent under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

MAY 05 2011

 LAW DEPARTMENT

G.E. Riddiford Roofing Co.

By: _____
 Signature

Printed Name

Its: _____
 Title



Contract Bond

G.E. Riddiford Roofing Co., 2333 Hamilton Road, Arlington Heights, IL 60005, as PRINCIPAL, and

_____ as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Hundred Fifty Nine Thousand Nine Hundred Dollars (\$159,900.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction 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 such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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.

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 it 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 save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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 WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

**Proposal Summary for
Village of Oak Park Main Fire Station Roof Replacement**

	Company Name	MBE	WBE	NON-M/WBE	Total Proposal Cost
1	Riddiford Roofing Co.			X	\$ 159,900.00
2	DCG Roofing			X	\$ 171,796.00
3	LaPorte Roofing Co.			X	\$ 182,100.00
4	Anthony Roofing			X	\$ 184,585.00
5	American Roofing & Repair Co.			X	\$ 199,100.00
6	L. Marshall Roofing			X	\$ 220,000.00

INVITATION TO BID
INSTRUCTIONS AND SPECIFICATIONS FOR:
BID # 11-115, Issued April 6th, 2011

**INVITATION TO BID FOR INSTALLATION OF MODIFIED BITUMINOUS MEMBRANE ROOFING -
SELF-ADHERING FOR VILLAGE OF OAK PARK MAIN FIRE STATION**

The Village of Oak Park is seeking qualified roofing contractors to install a new self-adhering modified bituminous membrane on the roof of the main fire station located at 100 N. Euclid. The main fire station roof is comprised of three separate roof sections. The smallest section was replaced in 2009. This bid is to replace the remaining two sections. The Village was satisfied with the Garland Manufacturing product used on the smaller section of the roof. Contractors shall be expected to propose a product of like quality.

The current roof system is a fully adhered white single ply membrane installed over three inches of polyisocyanurate insulation over a metal deck.

The successful Contractor will enter into a contract with the Village of Oak Park according to the terms set forth in this document.

Work shall be completed as outlined in the specifications. Bid forms may be obtained from the Public Works Customer Service Center by calling 708-358-5700 or by stopping by the office located at 201 South Boulevard between the hours of 7:30 a.m. and 4:00 p.m. Bids should be addressed to Vic Sabaliauskas, Building Maintenance Superintendent. Bids will be accepted until **3:00 p.m. on Friday, April 22nd, 2011**. **A mandatory pre-bid (pre-installation conference) and site walk-through meeting will be held on Monday, April 11th, 2011 at 10:00 a.m. at the Oak Park Main Fire Station, 100 N. Euclid, Oak Park, IL 60302.**

**Each Bidder shall provide one (1) copy of his/her Bid in a sealed envelope titled "BID FOR
INSTALLATION OF MODIFIED BITUMINOUS MEMBRANE ROOFING - SELF-ADHERING FOR
VILLAGE OF OAK PARK MAIN FIRE STATION"**

Bid Bond: Ten percent (10%) of the contract price
Contract Bond: Equal to 100% of the contract price

The Village reserves the right to accept or reject any and all Bids or to waive technicalities. For further information, contact Vic Sabaliauskas, Building Maintenance Superintendent at (708) 358-5710.

The documents included in this packet include:

- I. BID TERMS AND CONDITIONS
- II. GENERAL CONDITIONS
- III. SCOPE OF WORK AND DETAILED SPECIFICATIONS
- IV. BID FORMAT
- V. BID FORM
- VI. ORGANIZATION OF PROPOSING FIRM
- VII. COMPLIANCE AFFIDAVIT
- VIII. M/W/DBE STATUS AND EEO REPORT
- IX. NO PROPOSAL EXPLANATION
- X. PROJECT DRAWINGS AND ATTACHMENTS

SECTION I
BID TERMS AND CONDITIONS

Questions regarding this ITB can be directed to:

Vic Sabaliauskas, Building Maintenance Superintendent
Village of Oak Park Public Works Department
201 South Blvd., Oak Park, IL 60302
Tel.: 708-358-5700
Fax: 708-358-5711
E-mail: Sabaliauskas@oak-park.us

Award of Contract

The contract will be awarded to that responsible contractor whose Bid, conforming to the Invitation to Bid, will be most advantageous to the Village. Price and other factors will be considered.

The award of this contract is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of sixty (60) days following the date the bids are due. The contract shall be awarded by the Board of Trustees of the Village of Oak Park. The Village will provide the selected Contractor with formal notice of acceptance of his/her Bid upon award.

Preparation and Submission of Bid

The Bidder must submit the Bid on the forms furnished. All Bids must be delivered to the Public Works Center, 201 South Blvd., Oak Park, Illinois, 60302, by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. All blank spaces on the Bid form must be completed, if applicable. An authorized officer of the Contractor shall sign and submit the proposal and shall indicate his or her title. Contractors shall submit bids in a sealed envelope, marked as stated on the cover page. The Bid document itself must remain attached to submission.

Taxes not Applicable

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from Bidder's price proposals.

Withdrawal of Bids

Any Bidder may withdraw their Bid by signing a request to do so at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids. However, no Bidder shall withdraw or cancel their Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful bidder shall not withdraw or cancel their Bid after the Village has notified the Contractor that the Bid was accepted by the Village Board of Trustees.

The Village Board of Trustees reserves the right to accept or reject any and all Bids or to waive technicalities.

Bid Security

Each Bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the Total Project Bid and shall be made out to the Village of Oak Park.

The Bid Bond of the successful bidder shall be returned immediately after the execution of the contract and upon delivery to the Village of Oak Park of all requested bonds and certificates. The Bid Bond of all unsuccessful bidders shall be returned as soon as possible after the Contract is awarded.

If the Bid is accepted within 60 days, and if the bidder fails to enter into a contract with the Village, the bidder shall forfeit the Bid Security paid to the Village, not as a penalty, but as liquidated damages due to such failure.

The Bid Bond shall be submitted with the Bid Form.

Contract Bond

The successful bidder shall furnish an approved Contract Bond, acceptable to the Village, within fourteen (14) calendar days after Notification of Award of the contract in an amount equal to one hundred percent (100%) of the contract price. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her Bid. Failure to furnish the required Bond within the time specified may be cause for rejection of the Bid and any Bid Deposit may be retained by the Village as liquidated damages and not as a penalty.

Competency of Bidder

The Bidder, if requested, must present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids.

Conditions

Bidders are advised to become familiar with all conditions, instructions and specifications governing their Bids. Once the contract has been awarded, failure to have read all the conditions, instructions and specifications of the contract shall not be cause to alter the original contract or to request additional compensation.

Dates for Final Completion

All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties. Final Completion of all work covered by this contract shall be no later than **June 30th, 2011**.

Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by the parties.

Unless work is hampered by long periods of inclement weather, by due proof of material unavailability, or by strike, the Village will assess a penalty in the amount of \$300.00 a day for each day beyond the final completion date.

Consideration of Bids

The Department of Public Works shall represent and act for the Village in all matters pertaining to this Bid process and contract in conjunction therewith. Any resulting contract will be awarded by the President and Board of Trustees of the Village.

Disqualification of Bidders: A Bidder can be disqualified by the Village for reasons including but not limited to:

1. Lack of proficiency as shown by past work or incomplete work under other contracts.
2. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work if so awarded, or any involvement in any legal action which relates to past or present performance. This includes, but is not limited to, law suits, arbitrations, or mediations.
3. Evidence of tampering or collusion among Bidders will result in disqualification of bid.
4. Uncompleted work under other contracts which, in judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.
5. Being in arrears on existing contracts, in litigation with an Village, or having defaulted on previous contracts.

Use of Trade Names

In cases where the specifications require Contractor to supply items indicated by a manufacturer's name, trade name, or other reference, the Contractor shall furnish the item as identified. If the Contractor proposes to furnish an equal or equivalent item, the proposed "equal" or "equivalent" item must be so indicated in the written Bid. The Village shall determine the equality of the substitute in its sole discretion. In this bid, the Village is requesting materials of equal quality to those made by Garland Manufacturing.

Interpretation of Contract Documents

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Department of Public Works. The person requesting the interpretation shall be responsible for its prompt delivery to the Department for clarification. At the request of the bidder, or in the event that the Village of Oak Park deems the interpretation substantive, the interpretation will be made by written Addendum issued by the Department and binding on all bidders.

In the event the Village changes the specifications, the Village will provide a copy of the change in writing to all bidders by mail. Once distributed, the Village will not assume

responsibility for receipt of such Addendum by bidders. In all cases, it will be the bidder's responsibility to obtain all Addenda issued. Bidders will provide a written acknowledgment of receipt of each Addendum issued with the Bid Form submission.

Condition of Site

The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Village will assume that the bidders are aware of all items pertinent to their work and have made allowance for same in their bids.

Verification Of Dimensions And Elevations

Dimensions and elevations of existing structures or utilities indicated on any drawings or information supplied by the Village are the best available data obtainable but are not guaranteed by the Village. Before bidding on any work, the Contractor shall verify all field conditions including dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. The Village will assume that the Contractor's price proposal is based on Contractor's verification of existing conditions. The Village will not be responsible for increases in contract costs due to Contractor's failure to correctly determine and verify existing conditions.

Termination for Non Appropriation

The Village reserves the right to terminate the whole or any part of the contract, upon written notice to the Contractor in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park in any subsequent fiscal year.

Termination for Unsatisfactory Performance

The Village further reserves the right to terminate the whole or any part of the contract, upon written notice to the Contractor, and to finish the work by whatever reasonable method the Village deems expedient if the Contractor:

1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Bid form;
2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
3. Commits any act of default in the performance of the contract. Default is defined as failure of the Contractor to perform any of the provisions of the contract, or failure to make sufficient progress to ensure performance of the contract in accordance with its terms. In the event of an act of default, the Village will provide the Contractor with written notice of the nature of the default, and allow the Contractor 14 days to cure, or commence the necessary action to cure the default. If the Contractor fails to cure, or commence to cure the default within 14 days, the Village will be entitled to terminate the contract.

If the Village terminates the contract under the terms of this section, the Village may procure, upon such terms and in such manner as the Village of Oak Park may deem appropriate,

supplies or services to complete the job. The Contractor shall be liable for any excess costs the Village incurs to complete the job.

Correction of Work

The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Village as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Village and shall bear the cost of making good all work of other contractors, or the Village, destroyed or damaged by such removal or replacement.

Deduction For Uncorrected Work

Prior to Final Payment, if the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, the Village shall deduct from the Contract price, the costs of completing work and repairing or replacing any defective work. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects that may occur, nor his/her ability for correcting them, and damage caused by them.

Contractor's Guarantee of Materials and Workmanship

Notwithstanding any other remedies that may be available to the Village by law, the Contractor shall guarantee all materials and workmanship for five years from date of final payment of the contract by the Village. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Village's property due to such defects, provided that, if the Village deems it unacceptable to have the contractor perform the work, the Village will engage another contractor to perform the work and the Contractor shall be liable for the reasonable cost of such repair work.

Prevailing Wage Rates

The work to be performed under this Contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01). The Contractor shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. The Contractor and all subcontractors shall pay all laborers, workers, and mechanics employed by them not less than the prevailing wage for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois statutes and Village ordinances. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Contractor or the Village or a subcontractor performing the Work, the Contractor or the particular subcontractor shall be responsible for indemnifying and holding the Village free and harmless from all costs incurred, directly or indirectly, in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. The Village is authorized to withhold those amounts from payments to be made on the Work.

The Contractor and each subcontractor shall (1) make and keep, for a period not less than three years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when

available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Village. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or Subcontractor which attests to the following facts: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor and/or subcontractor are aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided the Contractor does not know the certification to be false. Any Contractor and/or subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Section and Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. Upon two business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Village, its officers and agents, and to the Director of Labor and his deputies and agents. The requested records shall be available at all reasonable hours at a location within 30 miles of the Village of Oak Park.

Payment

The Contractor shall submit monthly invoices to the Village, together with lien waivers, and such detail as will demonstrate the amount and values of labor expended and materials purchased. The Village will retain 10% of each progress payment until final completion and approval of the work as security for the completion of the work in a satisfactory manner. The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Illinois Local Government Prompt Payment Act. The Village will conduct a final inspection after the work is completed. If that final inspection shows that the Contractor has met all specifications, including necessary clean up, the Village will make a final payment, including remitting all amounts retained as security for completion of the work.

Delivery and payment for Materials

The Village will pay for materials only after the materials have been delivered to the job-site. The Contractor must present an invoice for the materials to the Village for payment. The contractor shall not have materials delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer before the Village will authorize payment.

Change Orders

The Village may order such changes or additions as it may from time to time deem desirable. In so doing, the parties shall negotiate an adjustment to the contract price, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the parties. If the change increases the price by less than

\$10,000, then the parties will execute a written contract amendment indicating the amended scope of work and the adjusted price.

If any proposed change order will increase the contract price by more than \$10,000, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

No work will proceed for amounts in excess of the contract price until any such contract amendment is executed.

No Liens

This is a no lien contract. The Contractor shall, if required by the Village, furnish the Village with a release in full of all liens arising out of this contract, and receipts in full for all materials and labor on the job. The Contractor shall furnish an affidavit that the lien waivers or receipts include all the labor and materials for which a lien could be filed. In lieu of the above, the Contractor may at its option furnish a bond to indemnify the Village against all liens and associated costs. In the event a lien is recorded against any property owned by the Village, the Contractor shall be liable to the Village, as liquidated damages, for the value of the lien, and for the Village's court costs and attorneys fees in any action necessary to remove the lien.

Miscellaneous Requirements

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of Contractor's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from subcontracting, assigning, transferring, conveying, subletting or otherwise transferring their rights and responsibilities under any contract to any other person or entity without the previous consent and approval in writing by the Village.

Hold Harmless

Contractor agrees to indemnify, save harmless, and defend the Village of Oak Park, its agents, servants and employees, and each of them against, and hold it and them harmless for any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorney's fees which the Village may incur, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting for such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the contract.

This hold harmless obligation extends to losses to Contractor's workers. To the fullest extent allowed by law, Contractor waives any right of subrogation against the Village for any such injuries and will so notify its insurers.

Insurance

The Contractor shall keep in force at all times during the performance of the contract insurance as required herein. Contractor shall not commence Work under the contract until all the required insurance has been obtained and until it has provided the Village with Certificates of Insurance stating that such policies will not be canceled, transferred, or terminated prior to written notice to the Village. The Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor obtains the required insurance and provides proof of insurance to the Village. All insurance shall be issued by companies with a Best's rating of no less than A: VII and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence for both bodily injury and property damage. The Village, its officers, officials, and employees are to be covered as additional insureds with regard to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, or volunteers.
3. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.
4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

SECTION II
GENERAL CONDITIONS

PART 1 – General

1.1 VILLAGE'S RIGHT TO STOP WORK

The Village has the authority to stop work whenever necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.2 INSPECTION OF WORK

- A. The Contractor shall coordinate the required inspections of the work with the Village. The Contractor shall give the Village ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work.
- B. If work has progressed without the required inspections or approval by the Village, it shall be uncovered for inspection at the Contractor's expense. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all associated costs.

1.3 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. If directed by the Village, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Village.
- C. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all damages and costs incurred by the Village as a result of such water infiltration.
- D. The Village will examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.

1.4 PROTECTION OF WORK AND PROPERTY

- A. Contractor is advised that the site is used by the Village as its Main Fire Station, and that the operations of the Fire Department, including responding to emergency calls, and housing the Fire Department personnel on a 24 hour basis, will continue

during the work. The Contractor must conduct work with no interruption to the everyday work conducted and performed on the premises by the Oak Park Fire Department. The Contractor must not place any vehicles, materials, personnel or equipment on the apparatus floor or between the apparatus floor and the street. Contractor shall coordinate the location of its necessary equipment and vehicles with the Oak Park Fire Chief or his designee.

- B. The contractor shall use every available precaution to provide for the safety of the Village's property, visitors to the site, and all connected with the work under the Contract. Contractor shall be responsible for all damage to Village property which occurs as a result of the work.
- C. All existing facilities shall be protected and maintained free of damage. The Contractor shall close any openings that are necessary to perform the work at the end of every day.
- D. Safety Requirements:
 - 1. All work shall conform to OSHA safety requirements.
 - 2. Comply with federal, state, and local and Village fire and safety requirements.
 - 3. Advise the Village whenever work is expected to be hazardous to Village employees and/or operations.
 - 4. Maintain a crewman as a floor guard whenever roof decking is being repaired or replaced and whenever any roofing is being removed.
 - 5. Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used. A MINIMUM OF A 2-HOUR FIRE WATER SHALL BE STRICTLY ADHERED TO WHENEVER PROPANE TORCHES ARE IN USE.
 - 6. All safety requirements of the Village must be followed. No exceptions will be permitted. Safety orientation meeting required prior to performing any work.
 - 7. Contractor and its employees shall have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.
- E. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition which will be worked on. The Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- F. The Contractor shall maintain adequate protection of all his/her work from damage. Contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent in or created by the work in progress.

- G. Contractor will stored materials in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- H. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- I. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.

1.5 HOUSEKEEPING

- A. Keep materials neat and orderly.
- B. Remove scrap, waste and debris from the project area.
- C. Maintain clean conditions while work is in progress and cleanup when work is completed.
- D. Fire protection during construction.
- E. Follow all requirements established by the Village.

1.6 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Village's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Village and deducted from the balance due the Contractor.
- B. The Contractor shall also remove dripped bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Contractor shall be responsible for any damaged or missing materials. The Village is not responsible for theft of, or damage to materials stored at the job site.

1.7 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Village. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Village and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING allowed on Village property. Contractor shall be responsible for enforcement of this job rule at all times with its personnel.
- C. No drugs or alcoholic beverages are permitted on the Village's property.
- D. The Contractor should be aware of Village's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre bid conference.
- E. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- F. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Village. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.
- G. Ladders: Any ladders used on this project must be provided by the contractor and in good condition. The Village shall not provide the contractor with any ladders. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- H. During the progress of the job, if waste material and rubbish are found, or damage resulting from the Contractor's operations, or the Contractor does not comply with the requirement of keeping the premises free of accumulations of debris, and correct the damage, it shall be the Village's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- I. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.

- J. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Village will reject any covering method or material which does not adequately protect roofing materials.
- K. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- L. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.8 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Village.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Village. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

1.9 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Village. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.10 INSULATION

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back 1/2" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Village.

1.11 ROOF DECK

Contractor shall notify the Village of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Village's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Village with a unit price for removal and replacement of the damaged deck.

1.12 WORK HOURS AND DAYS

When the bid is awarded, the Contractor will contact the Village to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

PART 2 – Contractor's Instructions

2.1 CONTRACTOR'S LICENSE

Contractor shall acquire and maintain all necessary state and local licenses.

2.2 QUALIFICATION OF BIDDERS

Contractor shall provide State of Illinois pre-certification forms, if applicable.

2.3 BUILDING PERMITS

The Contractor shall apply for and obtain all necessary building permits, provided however, that the Village will waive the Village's permit fees for this contract.

2.4 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Village or Village's Representative relating to areas of roof work in order that the Village may adequately protect the Village's ongoing use of the property. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Vic Sabaliauskas, Building Maintenance Superintendent for the Village of Oak Park at 708-358-5710.

2.5 CLEAN-UP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

2.6 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Village and Village's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Village's Representative.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Village.

2.7 ROOFING SEQUENCE

Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

SECTION III
SCOPE OF WORK AND DETAILED SPECIFICATIONS

The intent of these specifications is to describe the construction material and methods required for the performance of the work. In general, the Village intends that these specifications and the attached documents delineate the detailed extent of the work. The Village has the authority to resolve any discrepancy between drawings, referenced specifications, and standards.

PART 1 – Scope of Work

- A. Completely remove existing modified roof system (including insulation) down to metal deck. Inspect and repair any necessary deck deficiencies using a unit cost bid.
- B. Install mechanically fastened 2 layers 1 ½" (3" total) Polyiso roof insulation over metal deck, stagger seams. Spacing pattern based on wind uplift calculations performed by manufacturer's engineering department to meet the local and state building code requirements. Install any necessary saddles or tapered insulation where needed to allow for proper drainage of all roof sections.
- C. Using approved structural adhesive install ½" Dens deck substrate over insulation. In addition secure ½" Dens deck over all vertical wood curbs and flashings to allow for proper fire protection.
- D. Install two (2) plies of HPR Torch Base Sheet (120 Mil).
- E. Install one (1) ply of StressPly IV Plus Mineral Torch Membrane (195 Mil).
- F. All drains shall receive new 4 lb. leads set in Flashing Bond Cement. Prime the leads with an asphalt based cutback primer and allow to dry. Strip in leads with two (2) ply of HPR Torch Base and one (1) ply of StressPly IV Plus Mineral Torch Membrane. All drains shall be sumped to promote positive drainage.
- G. Curb flashing shall receive a 2-course High Performance SBS, SIS, ES High Performance Modified Flashing system. Flashings will be set in (1) courses of HPR Torch Base and (1) ply of StressPly IV Plus Mineral Membrane. All vertical and horizontal flashing joints shall have a 3-course application of mesh reinforcement and factory installed aluminized mastic. All curb and wall flashing shall be mechanically fastened 9" O.C. utilizing an aluminum batten bar.
- H. Install new wall mounted counter flashing, skirt flashing, and miscellaneous flashing fabricated from 24 gauge kynar flashing matching the existing sheet metal. Strip in metal edge with one (1) HPR Torch Base and one ply (1) of StressPly IV Plus Mineral Torch Membrane. In specified areas installed wood nailer, back nail flashings and install new metal coping caps to match.

- I. Alternate Bid; install 1.5 gals per square of white energy star rated pyramic coating. Per manufacturer's specification, apply in two coats allowing first application to cure 24 hrs prior to installation of second coat.
- J. Contractor will provide a 2 year labor and material warranty. Manufacturer will provide The Village of Oak Park a 30-year Warranty. Manufacturer will also provide inspections a minimum of four times per week during installation to ensure that the roof system is installed per specifications and that will be prepared specifically for the project.

PART 2 — Required Bid Submittals

2.1 REFERENCES

American Society for Testing and Materials (ASTM):

- A. ASTM D312 Standard Specification for Asphalt Used in Roofing.
- B. ASTM D451 Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- C. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- D. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- E. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- F. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- G. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.

2.2 SUBMITTALS FOR REVIEW

- A. Submit certification that the roof system furnished is approved by Factory Mutual for external fire E-108 Class 1A and that the roof system is adhered properly to meet or exceed 1-90.
- B. Submit certification that the roof system furnished meets local or nationally recognized building codes for fire Class A and/or wind resistance.
- C. Product Data for each type of product specified including manufacturer's technical product data, installation instructions and recommendations for each type of roofing product required. Include data substantiating that materials comply with specified requirements.

- D. All modified bituminous sheet roofing must include independent test data according to ASTM designation D-5147-91 "Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material", substantiating that materials comply with specified requirements.
- E. Submit a list of three (3) jobs where the proposed material has been used in a similar roofing system. Reference shall be located within Cook, Lake or DuPage County. In addition, the three jobs must be at least 10 years old, of equal size, and be available for the Village, and the Village's representative to inspect.
- F. Show evidence that the products and materials are manufactured in the United States and that materials provided conform to all requirements specified herein, and are chemically and physically compatible with each other and are suitable for inclusion within the total roof system specified herein.
- G. Show evidence that the Installer specializes in modified bituminous roof application with a minimum 10 years experience and is certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
- H. A minimum of seven (7) days prior to the bid date provide a sample of each product being submitted along with Technical Data illustrating conformance with the standards issued in these specifications.
- I. Bidders shall provide the Manufacturer's 30 Year warranty signed and stamped by an authorized official of the manufacturer.
- J. Certified copy of ISO 9001 compliance.
- K. Roofing system manufacturer shall provide a modified bitumen wind up-lift calculations designating insulation attachment and/or base sheet materials required to fulfill these specifications.
- L. Any deficiencies in performance, warranty terms or improper submittal procedure will constitute grounds for immediate rejection of any alternate submitted.
- M. A minimum of 90% of all labor conducted on this project shall be completed by direct employees of the prime contractor (awarded contractor).

2.3 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Wamock Hersey or approved third party testing facility in accordance with ASTM E108, Class A or B for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.

- D. **Manufacturer's Certificate:** Certify that the roof system furnished is approved or accepted by Factory Mutual Approval Standard 4470.
- E. **Manufacturer's Certificate:** Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. **Manufacturer's Certificate:** Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- G. **Test Reports:** Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- H. **Written certification** from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- I. **Qualification data** for firms and individuals identified in Quality Assurance Article below.

2.4 CONTRACT CLOSEOUT SUBMITTALS

- A. **Special Project Warranty:** Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- B. **Roofing Maintenance Instructions:** Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- C. **Insurance Certification:** Assist the Village in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- D. **Demonstration and Training Schedule:** Provide a schedule of proposed dates and times for instruction of The Village's personnel in the maintenance requirements for completed roofing work.

2.5 QUALITY ASSURANCE

- A. The bidder shall demonstrate a minimum of 5 years experience and qualifications installing the modified bituminous roofing products proposed.
- B. **Installer's Field Supervision:** Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen. Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman on the roof at all times.
- C. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction.

2.6 PRE-INSTALLATION CONFERENCE

- A. Pre-Installation Roofing Conference: The Village will convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work. The Contractor and all subcontractors are required to attend as well as the roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work. Objectives of conference include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (drawings, specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for weather or non-working days.
- B. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. The Contractor shall not proceed with roofing work until such issues are resolved to the satisfaction of the Village. This shall not be construed as interference with the progress of Work on the part of the Village.

2.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, the Contractor shall assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor and will be repaired or replaced at his expense.

2.8 MANUFACTURER'S INSPECTIONS

When the project is in progress, the roofing system manufacturer will provide the following:

- 1. Report progress and quality of the work as observed daily (or as long as work is being conducted).
- 2. Provide periodic job site inspections a minimum 4 Days Per week while work is in progress.
- 3. Report to the Village in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
- 4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

2.9 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- D. Weather Condition Limitations: Do not apply roofing membrane during inclement weather or when a 40% chance of precipitation is expected.

2.10 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted.

2.11 WARRANTY

- A. Upon completion of installation, and acceptance by the Village, the manufacturer will supply to the Village the appropriate 30 year warranty.
- B. Installer will submit a two (2) year warranty to the membrane manufacturer with a copy directly to the Village.

2.12 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity:

Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.

- Design Code: ASCE 7-05, Method 2 for Components and Cladding.
- Category III, or IV Building with an Importance Factor of 1.15
- Wind Speed: 90 mph

- B. Live Load: 20 psf, or not to exceed original building design.

- C. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.

PART 3 — Products

3.1 ACCEPTABLE MANUFACTURERS

The design is based upon roofing systems engineered and manufactured by The Garland Company. Bidders should propose materials of equal quality.

3.2 DESCRIPTION

- A. Modified bituminous roofing work including but not limited to:

1. Two plies of SBS Torch Grade Base Sheet fully adhered to approved torchable insulation with roofer's torches.

2. Base Flashing Ply: One (1) ply of SBS Torch Grade Base sheet covered by an additional layer of SBS Torch Modified Membrane.
3. Modified Membrane: STRESSPLY IV PLUS UV MINERAL 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a fiberglass and polyester composite scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed. Surfaced with a highly reflective Starburst mineral.
4. Surfacing: Apply white acrylic coating ASTM G26.

3.3 SHEET MATERIALS

A. Base Plies

1. SBS Torch Grade Base Sheet
- B. Base Flashing Ply: SBS Torch Grade Base Sheet with woven fiberglass scrim reinforcement with the following minimum performance requirements according to ASTM D5147. Properties: (Finished Membrane):

2. Tensile Strength (ASTM D-5147)
 - 2 in/min. @ 73.4 ± 3.6°F MD 210 lbf/in CMD 210 lbf/in
 - 50 mm/min. @ 23 ± 3°C MD 36.7 kN/m CMD 36.7 kN/m
3. Tear Strength (ASTM D5147)
 - 2 in/min. @ 73.4 ± 3.6°F MD 250 lbf CMD 250 lbf
 - 50 mm/min. @ 23 ± 3°C MD 1112N CMD 1112N
4. Elongation at Maximum Tensile (ASTM D5147)
 - 2 in/min. @ 73.4 ± 3.6°F MD 4.0% CMD 4.0%
 - 50 mm/min. @ 23 ± 3°C MD 4.0% CMD 4.0%

C. Modified Flashing Ply

1. STRESSPLY IV PLUS UV MINERAL

D. Modified Membrane Properties (Finished Membranes): STRESSPLY IV PLUS UV MINERAL; ASTM D6163, Type III Grade G

1. Tensile Strength (ASTM D5147)

- 2 in/min. @ 73.4 ± 3.6°F MD 310 lbf/in CMD 310 lbf/in
- 50 mm/min. @ 23 ± 3°C MD 54.2 kN/m CMD 54.2 kN/m

2. Tear Strength (ASTM D5147)

- 2 in/min. @ 73.4 ± 3.6°F MD 510 lbf CMD 510 lbf
- 50 mm/min. @ 23 ± 3°C MD 2269 N CMD 2269 N

3. Elongation at Maximum Tensile (ASTM D5147)

- 2 in/min. @ 73.4 ± 3.6°F MD 6.0% CMD 6.0%
- 50 mm/min. @ 23 ± 3°C MD 6.0% CMD 6.0%

4. Low Temperature Flexibility (ASTM D5147): Passes -40°F (-40°C)

5. Reflectivity (DNS Method) 45-50%

3.4 SURFACING MATERIALS

A. White Elastomeric Roof Coating: Pyramic; Energy Star approved white acrylic roof coating:

1. Weight/Gallon 12 lbs./gal. (1.44 g/cm³)
2. Non-Volatile % (ASTM D 1644) 66 min
3. Reflectance 81%

B. Mineral Surfaced Membranes - Roofing Granules shall meet requirements of ASTM D451 and/or be recommended by the membrane manufacturer. Loose granules for bleed out shall match size and color of granulated membrane sheet.

3.5 RELATED MATERIALS

A. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type or penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

B. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.

- C. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 - 1. Elongation (ASTM D412) 300%
 - 2. Hardness, Shore A (ASTM C920) 50
 - 3. Shear Strength (ASTM D1002) 300 psi
 - Silicone Sealant: One part, medium modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.
 - 4. Tensile Strength (ASTM D412) 230 psi
 - 5. Elongation (ASTM D412) 360%
 - 6. Hardness, Shore A (ASTM C920) 24
- D. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.
- E. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- F. Roof Drains: Drain system as recommended and or approved by the membrane manufacturer.
- G. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled
- H. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

PART 4 — Execution

4.1 EXECUTION, GENERAL

Examine substrate surfaces to receive modified bitumen sheet roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected in a manner acceptable to the Village.

4.2 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.

- D. Verify that adjacent roof substrate components do not vary more than 1/8 inch in height.
- E. Verify that deck surfaces are dry. Verify that metal deck flutes are clean and dry.
- F. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that wood cant are set in place.

4.3 DECK PREPARATION

A. Metal Deck

1. Verify that all welds are good, that deck is in plane and that it is free from damage and deflection.

4.4 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 - B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulations and specified insurance requirements.
 - C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.
 - D. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of an SBS modified torch base sheets and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
 - E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
 - F. Apply roofing materials as specified by manufacturer's instructions.
 1. Keep roofing materials dry before and during application.
 2. Do not permit phased construction.
 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 4. Begin and apply only as much roofing in one day as can be completed that same day.
-

5. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in roofing cement with joints and edges sealed.

4.5 INSULATION INSTALLATION

- A. Deck type: Metal
- B. Insulation: 2 layers 1 ½" (3" total) Polyisocyanurate Insulation
- C. Insulation attachment: Mechanically Fastened no more than 2.67' apart.
- D. A minimum two-hour fire watch is required for each day that torch-applied membranes are installed.
- E. Keep an ABC rated fire extinguisher in a central location where all workers know where it is and how to operate in properly.

4.6 UNDERLAYMENT INSTALLATION

- A. Install two layers of SBS Torch Base Sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing. The second layer of underlayment will have seams that are staggered from the first layer.
- B. To a suitable substrate, lay out the roll in the course to be followed and unroll six (6) feet (1.8m).
- C. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
- D. After the major portion of the roll is bonded, re-roll the first six (6) feet (1.8m) and bond it in a similar fashion.
- E. Repeat this operation with subsequent rolls with side laps of four (4) inches (101mm) and end laps of eight inches.
- F. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- G. Extend underlayment two (2) inches (50mm) beyond top edges of cants at wall and projection bases.

-
- H. Install base flashing ply to all perimeter and projections details.

4.7 HPR MODIFIED MEMBRANE APPLICATION

- A. Install StressPly IV Plus UV Mineral as described below.

- B. Over the SBS Torch Base Sheet underlayment(s), lay out the roll in the course to be followed and unroll six (6) feet. Seams for the top layer of modified membrane will be staggered over the SBS Torch Base Sheet seams.
- C. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
- D. After the major portion of the roll is bonded, re-roll the first six (6) feet (1.8m) and bond it in a similar fashion.
- E. Repeat this operation with subsequent rolls with side laps of four (4) inches (101mm) and end laps of eight (8) inches (203mm).
- F. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.

4.8 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints, and other areas shown on the drawings to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches (203mm) o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152mm) and sealed at top
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work [as specified in other sections].
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work as specified in other sections. When using mineralized cap sheet all stripping plies type IV felt / Versiply 40 shall be
- H. Coping Cap [Detail No. MBT-20]:

1. Minimum flashing height is eight (8) inches (203mm) above finished roof height. Maximum flashing height is twenty four (24) inches (609mm). Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with six (6) inches (152mm) on to field of roof. Nail membrane at eight (8) inches (203mm) o.c.
5. Install a second ply of torchable modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
6. Install continuous cleat and fasten at six (6) inches (152mm) o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat.
8. Fasten inside cap twenty four (24) inches (609mm) o.c. with approved fasteners and neoprene washers through slotted holes which allow for expansion and contraction.

I. Surface Mounted Counterflashing/Coping Cap [Detail No. MBT-21]:

1. Minimum flashing height is eight (8) inches (203mm) above finished roof height. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering wall with six (6) inches (152mm) on to field of roof.
4. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Secure counterflashing set on butyl tape above flashing. Fasten eight (8) inches (203mm) o.c. and caulk top of counterflashing.
7. Attach tapered board to top of wall (minimum slope $\frac{1}{4}$ " in 12")(Do not use organic fiberboard or perlite).

8. Cover tapered board and all exposed wood with base flashing ply. Fasten inside and out at eight (8) inches (203mm) o.c.
9. Install continuous cleat and fasten at six (6) inches (152mm) o.c. to outside wall.
10. Install new metal coping cap hooked to continuous cleat.
11. Fasten inside of cap twenty four (24) inches (609mm) o.c. with approved fasteners and neoprene washers.

J. Surface Mounted Counterflashing [Detail No. MBT-22]:

1. Minimum flashing height is eight (8) inches (203mm) above finished roof height. Maximum flashing height is twenty four (24) inches (609mm). Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering wall with six (6) inches (152mm) on to field of the roof
4. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Secure counterflashing set on butyl tape above flashing at eight (8) inches (203mm) o.c. and caulk top of counterflashing.

K. Expansion Joint [Detail No. MBT-30]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Chamfer top of curb. Prime vertical curb at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Mechanically attach wood cant to expansion joint nailers. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install compressible insulation in neoprene cradle.
4. Install base flashing ply covering curb with six (6) inches (152mm) on to field of the roof.
5. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Attach top of membrane to top of curb and nail at eight (8) inches (203mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.

6. Install pre-manufactured expansion joint cover. Fasten sides at twelve (12) inches (609mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.

L. Equipment Support [Detail No. MBT-32]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering curb with six (6) inches (152mm) on to field of the roof.
4. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Attach top of membrane to top of curb and nail at eight (8) inches (203mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at twenty four (24) inches (609mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

M. Curb Detail/Air Handling Station [Detail No. MBT-33]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering curb with six (6) inches (152mm) on to field of the roof.
4. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.

5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

N. Skylight [Detail No. MBT-34]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all field plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering curb with six (6) inches (152mm) on to field of the roof.
4. Install a second ply of modified flashing ply over the base flashing ply, nine (9) inches (228mm) on to the field of the roof. Attach top of membrane to top of wood nailer and apply a three-course application of mastic and mesh. Allow to cure and aluminize.
5. Install pre-manufactured lens and fasten flashing sides at eight (8) inches (203mm) o.c. with fasteners and neoprene washers.

O. Exhaust Fan [Detail No. MBT-36]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all plies over cant a minimum of two (2) inches (50mm).
3. Install base flashing ply covering curb with six (6) inches (152mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, nine (9) inches (228mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at eight (8) inches (203mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

P. Passive Vent/Air Intake [Detail No. MBT-37]:

1. Minimum curb height is eight (8) inches (203mm) above finished roof height. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in Flashing Bond Mastic. Run all plies over cant a minimum of two (2) inches (50mm).

3. Install base flashing ply covering curb with six (6) inches (152mm) on to the field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, nine (9) inches (228mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at eight (8) inches (203mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.

Q. Roof Drain [Detail No. MBT-40]:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches (609mm) from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in ¼ inch bed of mastic. Run lead/copper into drain a minimum of two (2) inches (50mm). Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inches square minimum).
6. Install modified membrane (forty eight (48) inches square minimum).
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

R. Plumbing Stack [Detail No. MBT-50]:

1. Minimum stack height is twelve (12) inches (609mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in ¼ inch (6mm) bed of roof cement.
4. Install base flashing ply by torch.
5. Install modified membrane by torch.
6. Caulk the intersection of the membrane with elastomeric sealant.

7 Turn sleeve a minimum of one (1) inch (25mm) down inside of stack.

S. Pitch Pocket [Detail No. MBT-52]:

1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one (1) ply of base flashing ply. Extend six (6) inches (152mm) onto field of roof.
4. Install second layer of membrane extending nine (9) inches (228mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.

4.9 APPLICATION OF SURFACING

A. Reflective Coating:

Paint all exposed membrane with manufacturer's Energy Star acrylic coating installed at a rate of one (1) gallon per square per coat in a two coat application.

- B. Mineral Surfaced Membrane System:** While bleed out from the side and end laps are still hot, hand broadcast minerals into asphalt bleed out for a monolithic appearance. Apply mineral lap sealant to any areas of improper adherence of minerals and rebroadcast minerals while coating is still wet.

4.10 FIELD QUALITY CONTROL

- A. Correct defects or irregularities discovered during field inspection.
- B. A copy of the specifications should also be on site at all times.
- C. The Village reserves the right to be present or require the presence of manufacturer's representative on the job sight at any time.

4.11 CLEANING

- A. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this section.

4.12 CONSTRUCTION WASTE MANAGEMENT

Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

4.13 FINAL INSPECTION

- A. At completion of roofing installation and associated work, the Contractor, installer, installer of associated work, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system shall meet with the Village.
- B. The above listed individuals will walk the roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. The Village will prepare a list of all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Any required thermographic scans shall be provided by at Contractors expense.
- D. If core cuts verify the presence of damp or wet materials, the Contractor shall be required to replace the damaged areas at his own expense.
- E. The Contractor shall be required to repair or replace (as required) deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Village upon completion of corrections.
- G. The Contractor shall immediately correct roof leakage during construction. If the Contractor does not respond within 24 hours, the Village will exercise its remedies under this Contract.

SECTION IV
BID FORMAT

In addition to the submittals required above, Bidders shall provide the following information with their proposal.

Section 1.0 - Company Description

- A. **Firm** - Identify the name and address of the firm's principal office and any branch offices, and provide a brief history of the firm. If the firm has more than one office, specify which office will be responsible for the contemplated project (the "contact office"). Indicate the year the contact office was established.
- B. **Organization** - Specify the type of organization (partnership, corporation or other), and the year established. State the number of years the firm has been involved in ongoing work in the location or the immediate vicinity of the project.
- C. **Contact Office** - State the size and adequacy of the firm's contact office to perform the work. List the disciplines represented by your staff and any areas of specialized expertise.

Section 2.0 - Self-Performed Work

- A. **Work with Own Forces** - Indicate which elements of work your firm would bid to perform with its own forces if authorized by the Village. Describe your experience at performing similar self-performed work in the trade area of the project within the last three (3) years.

Section 3.0 Similar Project Experience

- A. **Specific Project List** - Provide the following information for a **minimum of five (5) projects that are similar to the proposed project completed by the contractor in the last five (5) years** within a fifty mile radius from the location of the proposed project.
 - 1. Building name and address. Contractor's project name if different.
 - 2. Building owner and architect, address, contact name and telephone numbers.
 - 3. Type of project, size of building components, site and construction area.
 - 4. ~~Scope of service performed on the project. Differentiate between work performed by your own forces and subcontract work. Indicate whether your contract was prime or involved a joint venture with another firm and whether construction management, general contracting, a combination or other services were involved.~~

5. Project cost information:
 - a. Pre-contract estimate
 - b. Contract award amount
 - c. Total change order amount
 - d. Final project cost
 - e. Briefly explain any factors affecting construction cost, change orders or performance, etc.
6. Project schedule information:
 - a. Construction phase - scheduled vs. actual.
 - b. Actual start, completion and occupancy dates.
7. Contract format (lump sum, GMP, cost plus, etc.)
8. Identify the basis on which your firm was selected (bid, negotiated).
9. Indicate the names of your Project Manager and Superintendent on each project.
10. Indicate what percentage of the work was accomplished with your own forces and in what trades.

**SECTION V
BID FORM**

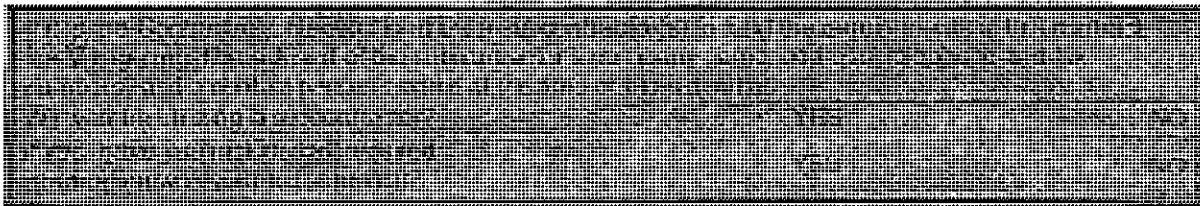
Note: the Bidder must complete all portions of the Bid Form.

The undersigned, having examined the specifications and all conditions affecting the specified project, offers to furnish all services, labor, and incidentals specified for the price below.

I (We) bid to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: G. E. Riddiford Company

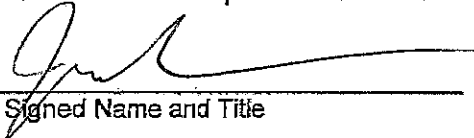
Roof Replacement Village of Oak Park Main Fire Station	
Total Material Cost for Roof Replacement:	\$ 50,000.00
Total Labor Cost for Roof Replacement:	\$ 109,900.00
Total Project Cost of Roof Replacement:	\$ 159,900.00
Removal & replacement of metal deck per square foot, if required.	\$ 8.75



I hereby certify that the item(s) bid is/are in accordance with the specifications as noted and that the prices quoted are not subject to change.

G. E. Riddiford Company

Bidder's Firm Name


Signed Name and Title

Jason Doran - Project Manager

Print Name and Title

2333 Hamilton Road

Street Address

Arlington Heights

City

IL

State

60005

Zip Code

36-2554721

Federal Employee Identification Number

(847) 437-5771

Phone Number

(847) 437-5961

Fax Number

Jason@Riddiford.com

E-mail Address

04/22/2011

Date

SECTION VI
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named G. E. Riddiford Company and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President George Riddiford

Secretary Patricia Riddiford

Treasurer Patricia Riddiford

Registered Agent Name and Address: 2333 Hamilton Road, Arlington Heights, IL 60005

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

B. Sole Proprietor:

~~The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the~~

~~Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.~~

C. Partnership:

~~The Contractor is a Partnership which operates under the name _____~~

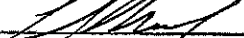
~~The following are the names, addresses and signatures of all partners:~~

_____	_____
_____	_____
_____	_____
Signature	Signature

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

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

~~D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____~~


Chris Riddiford - Vice President
Signature of Owner

SECTION VII
COMPLIANCE AFFIDAVIT

I, George Riddiford, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this proposal based on the request and have verified the facts contained in the proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof, and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A., 702

Signature: 
Chris Riddiford - Vice President

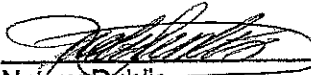
Name and address of Business: G. E. Riddiford Company - 2333 Hamilton Road, Arlington Heights, IL 60005

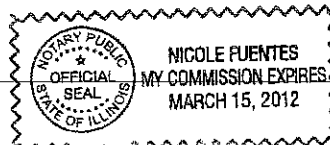
Telephone (847) 437-5771

E-Mail Chris@Riddiford.com or Jason@Riddiford.com

Subscribed to and sworn before me

this 22nd day of April, 2011.


Notary Public



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

SECTION VIII
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: G. E. Riddiford Company
2. Check here if your firm is:
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - None of the above


[Submit copies of any W/W/DBE certifications]

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

120 Number of full-time employees

_____ Number of part-time employees

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

Signature: 
Jason Doran - Project Manager

Date: 04/22/2011

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-958-5473.

An EEO-1 Report may be submitted in lieu of this report _____

Contractor Name G. E. Riddiford Company
 Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males			Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	
Officials & Managers	3	1	2	3	75					
Professionals	10									
Technicians										
Sales Workers										
Office & Clerical										
Semi-Skilled										
Laborers										
Service Workers										
TOTAL	13	1	2	3	75					
Management Trainees										
Apprentices										

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

Chris Riddiford

(Name of Person Making Affidavit)

of G. E. Riddiford Company

being first duly sworn, deposes and says that he/she is the Vice President

(Title or Officer)

and that the above EEO Report information is true and accurate and is submitted with the intent that it

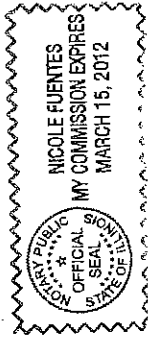
be relied upon. Subscribed and sworn to before me this 22nd day of April, 2011.

[Handwritten Signature]

(Signature)

04/22/2011

(Date)



SECTION IX
NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you.

Proposal Name: _____

Comments: _____

Signed: _____

Phone: _____

SECTION X

PROJECT DRAWINGS AND ATTACHMENTS

See attached PDF documents:

Drawing 1: 213001_Typical_Section_Coated_Finish.pdf

Drawing 2: 213012_Parapet_Wall_W__Metal_Coping_Cap.pdf

Drawing 3: 213013_Surface_Mounted_Counterflashing_Coping_Cap.pdf

Drawing 4: 213014_Surface_Mounted_Counterflashing.pdf

Drawing 5: 213025_Curb_Detail_Air_Handling_Station.pdf

Drawing 6: 213026_Skylight.pdf

Drawing 7: 213029_Exhaust_Fan_Detail.pdf

Drawing 8: 213030_Passive_Vent_Air_Intake.pdf

Drawing 9: 213031_Roof_Drain.pdf

Drawing 10: 213035_Pitch_Pocket.pdf

Drawing 11: 2130271_Hatch.pdf

Drawing 12: Roof plan

Attachment 13: HPR_Torch_Base_Sheet.pdf

Attachment 14: Pyramic.pdf

Attachment 15: StressPly_IV_Plus_Membranes.pdf



Bid Bond

G.E. Riddiford Company as PRINCIPAL, and Great American Insurance Company as SURETY, are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "the Village") in the penal sum of 10% of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the PRINCIPAL is submitting a written Bid to the Village, acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the Bid is accepted and a contract awarded to the PRINCIPAL by the Village for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the Village determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the Village acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 22nd day of April 2011

PRINCIPAL

G.E. Riddiford Company

(Company Name)

(Company Name)

By: [Signature] (Signature & Title)

By: [Signature] (Signature & Title)

SURETY

Great American Insurance Company

(Name of Surety)

[Signature]

(Signature of Attorney-in-Fact)

Susan K. Landreth, Attorney-In-Fact

STATE OF ILLINOIS,

COUNTY OF Cook

I, Kimberly Bragg

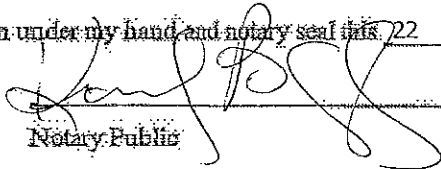
a Notary Public in and for said county, do

hereby certify that

and Susan K. Landreth

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY.)
each 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 and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 22 day of April, 20 11



Notary Public

RETURN THIS PAGE WITH BID

OFFICIAL SEAL
KIMBERLY BRAGG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/31/2013

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4th STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

No. 0

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Susan K. Landreth	Chicago IL	\$75,000,000.00

Surety Bond No.: Bid Bond
Principal: G.E. Riddiford Company
Obligee: Village of Oak Park - Public Works Dept.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of April, 2011.
Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22nd day of April, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSCHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Groscheim



This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

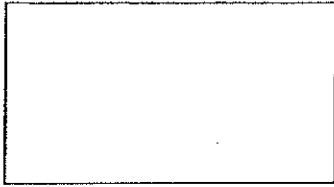
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of April, 2011.



Atty L C B

Assistant Secretary



Contract Bond

_____ as PRINCIPAL,
and _____ as SURETY,

are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of _____ lawful money of the United States, well and truly to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such 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 insure 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.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 said work shall have been accepted, and shall hold the VOP 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 said contract, then this obligation to be void; otherwise to remain in full force and effect. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2011

PRINCIPAL

(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.)

SURETY

By: _____

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each 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 said 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**

My commission expires _____
Notary Public

Approved this _____ day of _____, **2011**

Attest:

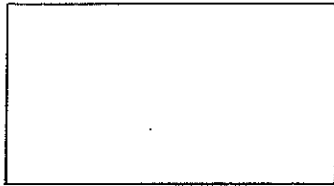
Teresa Powell, Village Clerk

Village of Oak Park

(Awarding Authority)

**Thomas W. Barwin
Village Manager**

(Seal)



Contract

1. THIS CONTRACT is made and concluded on the ___ day of _____, 2011 by and between the Village Of Oak Park acting by and through its President & Board of Trustees, and _____, 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, Bid Documents and Detailed Specifications for
INSTALLATION OF MODIFIED BITUMINOUS MEMBRANE ROOFING - SELF-ADHERING FOR VILLAGE OF OAK PARK MAIN FIRE STATION
 - b. Bid
 - 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 Engineer under it.
4. Contractor affirms that the individual signing this contract is authorized to execute CONTRACTS 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

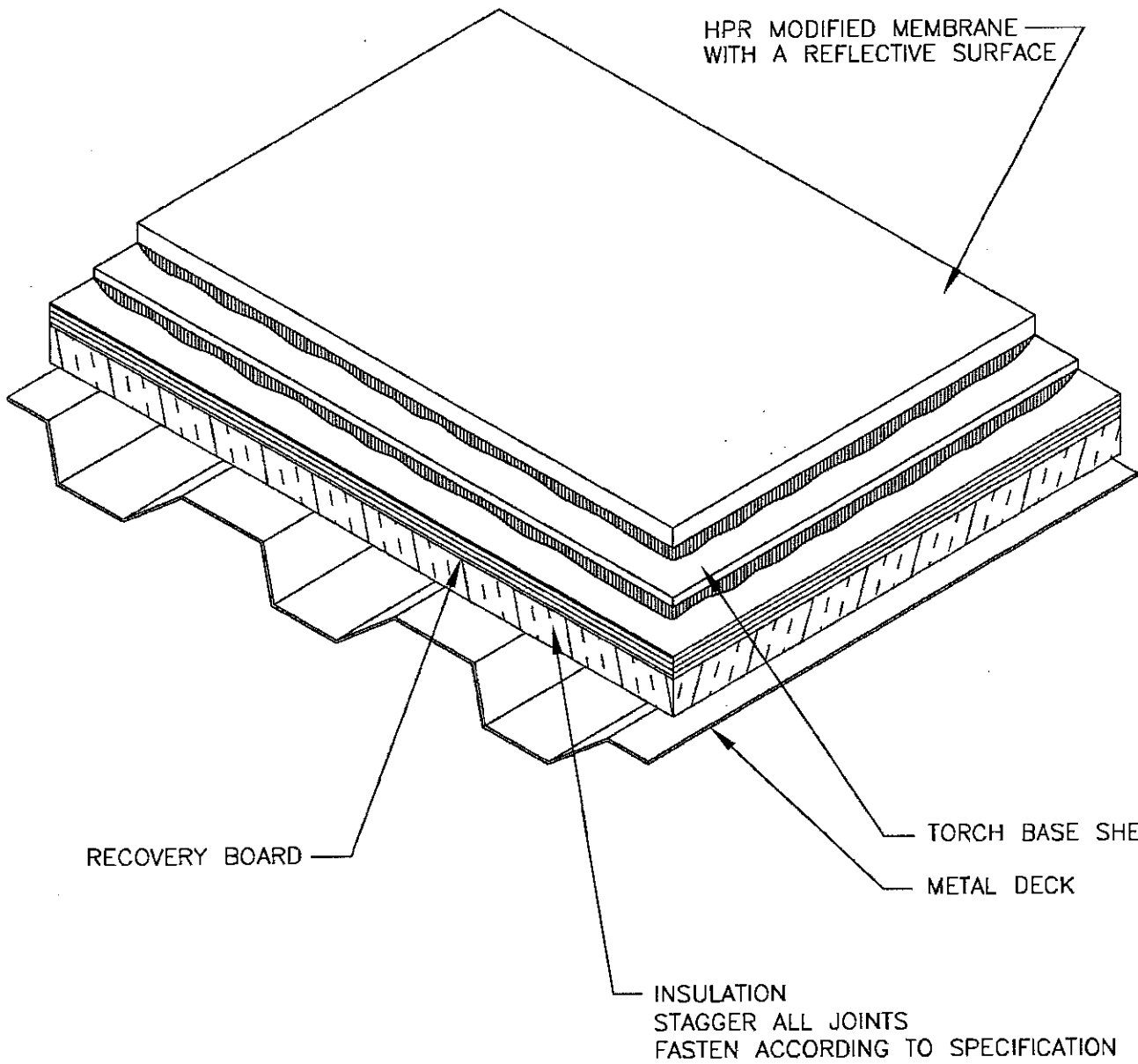
Teresa Powell, Village Clerk
(Seal)

By _____
Thomas W. Barwin,
Village Manager
Bidder

By: _____
Signature

Printed Name

Its: _____
Title

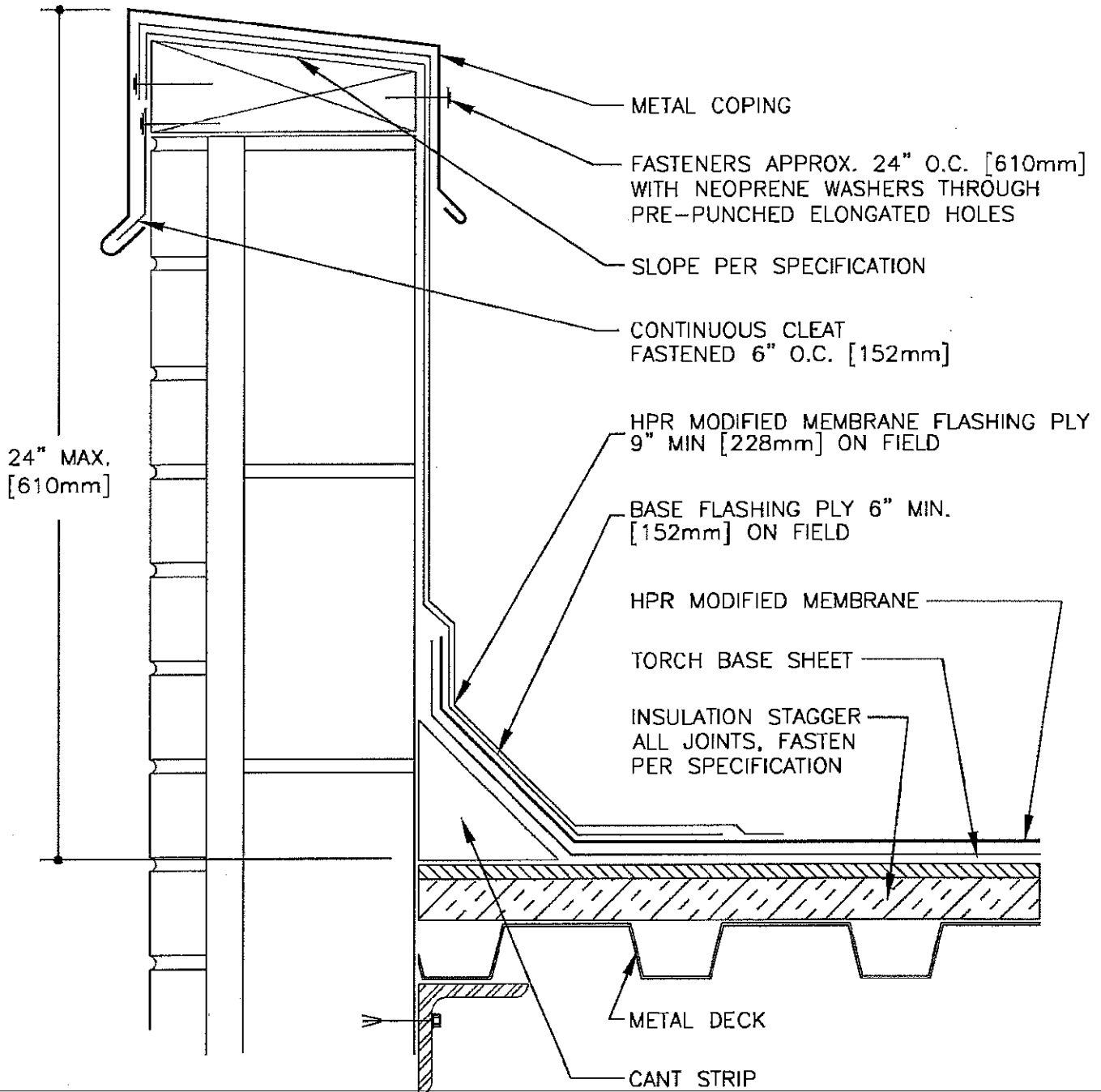


THE GARLAND COMPANY, INC.
 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 1

COATED FINISH

TORCH APPLIED

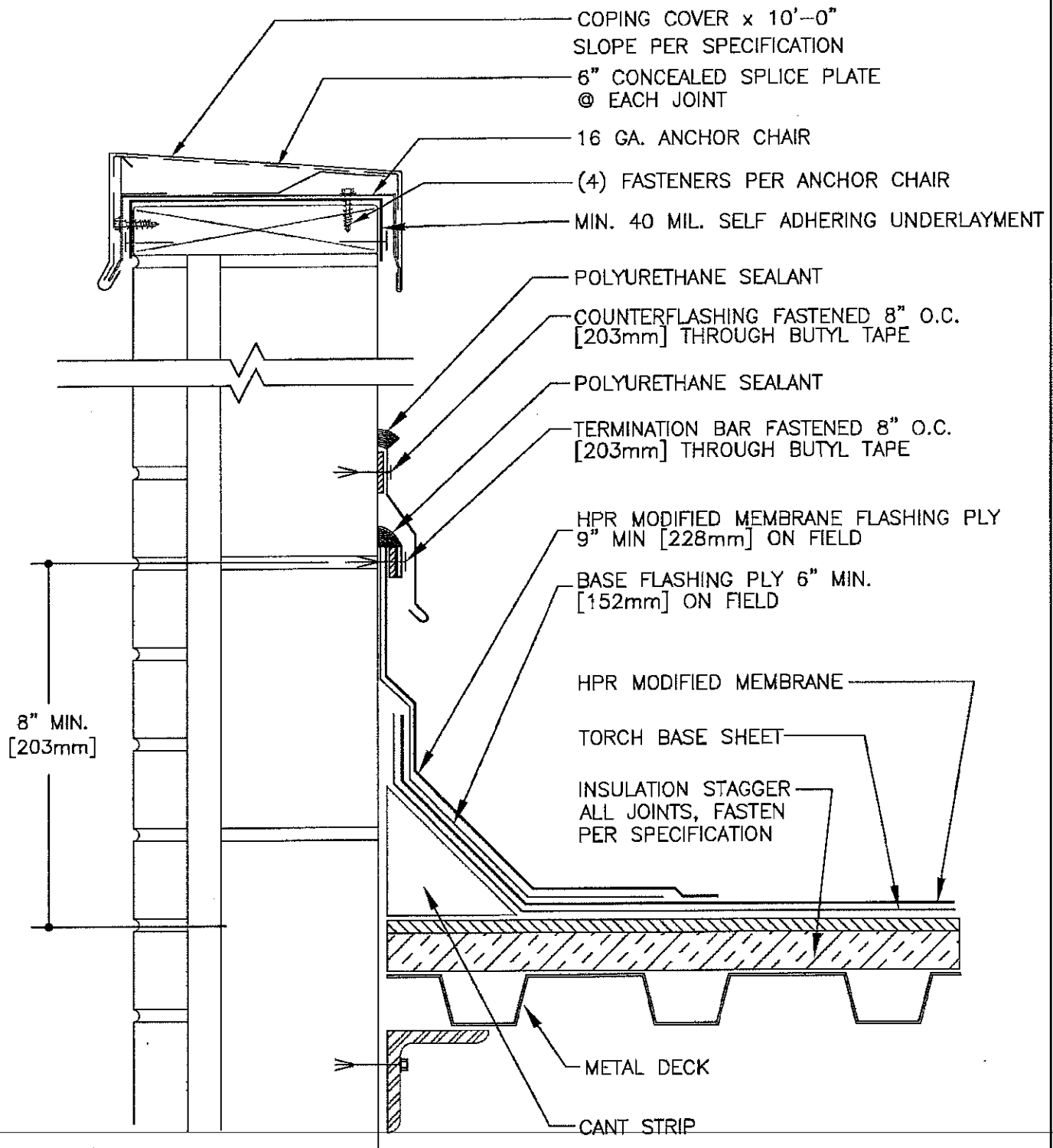


THE GARLAND COMPANY, INC.
 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 2

COPING CAP

TORCH APPLIED

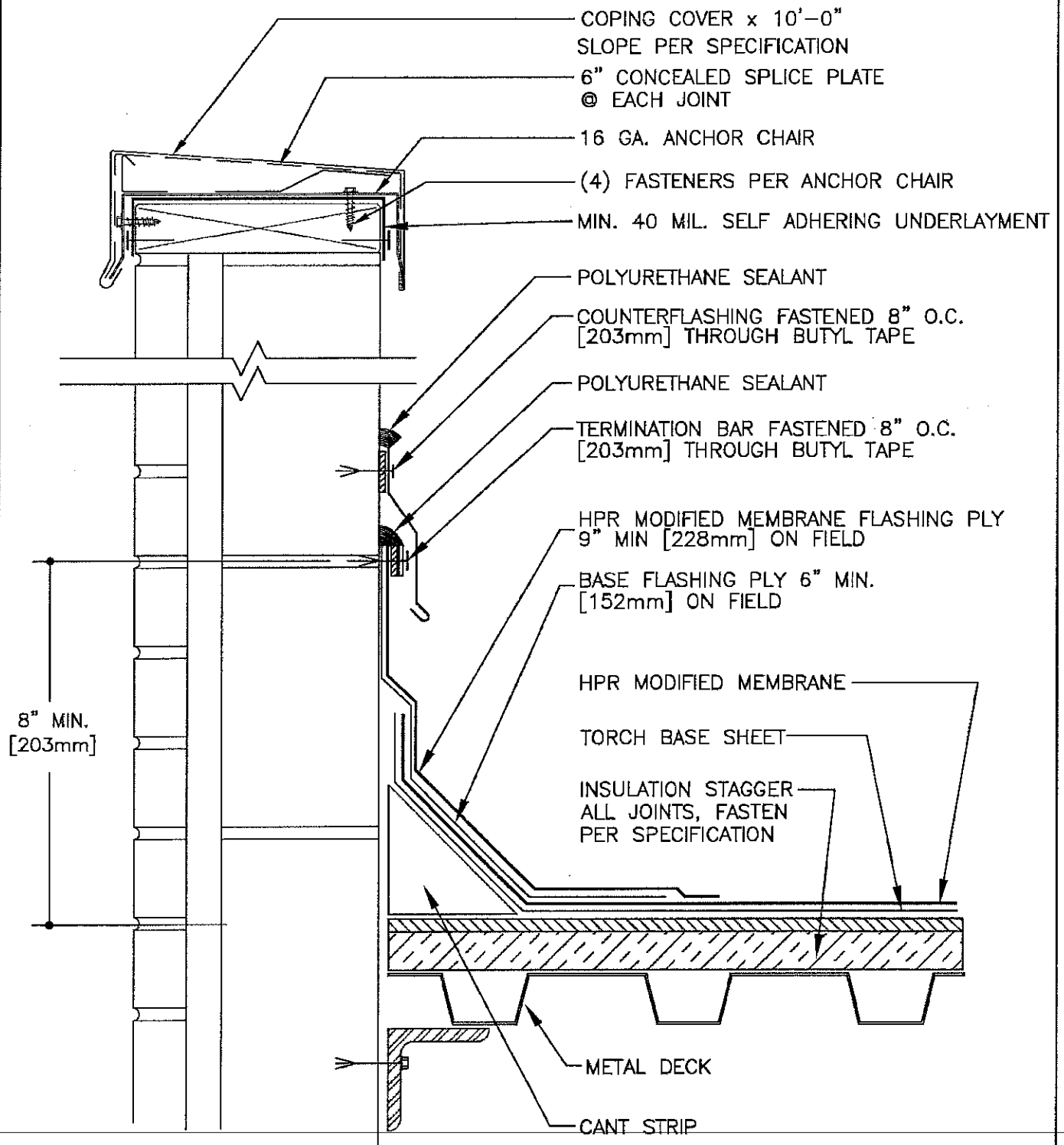


THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

DETAIL: 3

SURFACE MOUNTED COUNTER FLASHING/COPING CAP

TORCH APPLIED



THE GARLAND COMPANY, INC.
 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 4

SURFACE MOUNTED COUNTERFLASHING

TORCH APPLIED

BASE OF UNIT EXTENDS
1/2" MINIMUM [13mm]
BEYOND AND DOWN OVER
TOP OF CURB

SEALING MATERIAL—MUST
BE CONTINUOUS ON THE
PERIMETER

WOOD NAILER NOMINAL
2" X 4" [51mm X 102mm]

FLASHING RECEIVER

8" MIN.
[203mm]

1" MIN. [25mm]

FASTENERS 8"
O.C. [203mm]

COUNTERFLASHING

HPR MODIFIED
MEMBRANE FLASHING
PLY 9" MIN.
[228mm] ON FIELD

BASE FLASHING
PLY 6" MIN.
[152mm] ON FIELD

HPR MODIFIED
MEMBRANE

METAL DECK

UNIT MOUNTING CURB

CANT-FASTENED TO NAILER

TORCH BASE SHEET

INSULATION, STAGGER
ALL JOINTS, FASTEN
PER SPECIFICATIONS

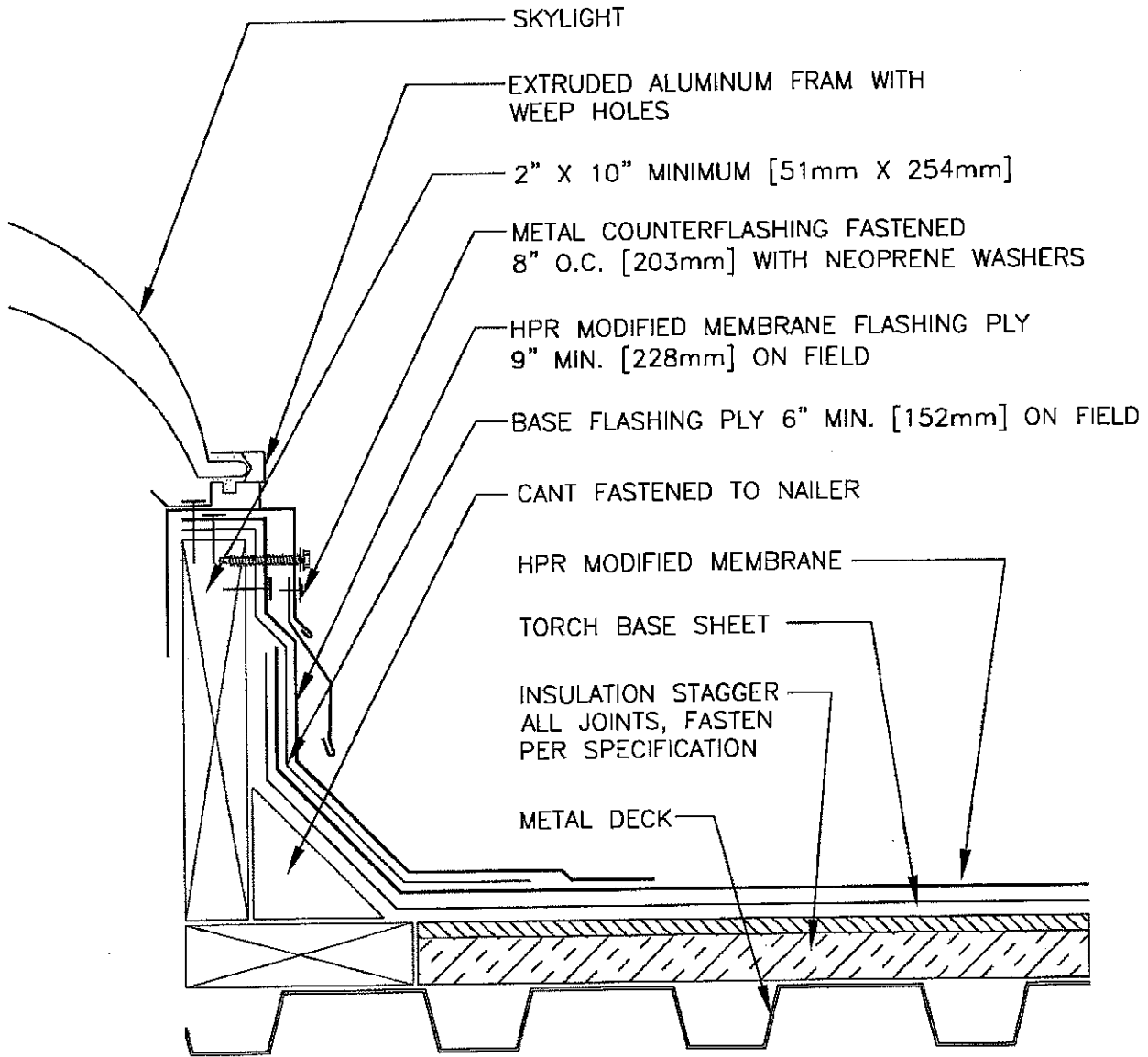


THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

DETAIL: 5

CURB DETAIL / HANDLING STATION

TORCH APPLIED

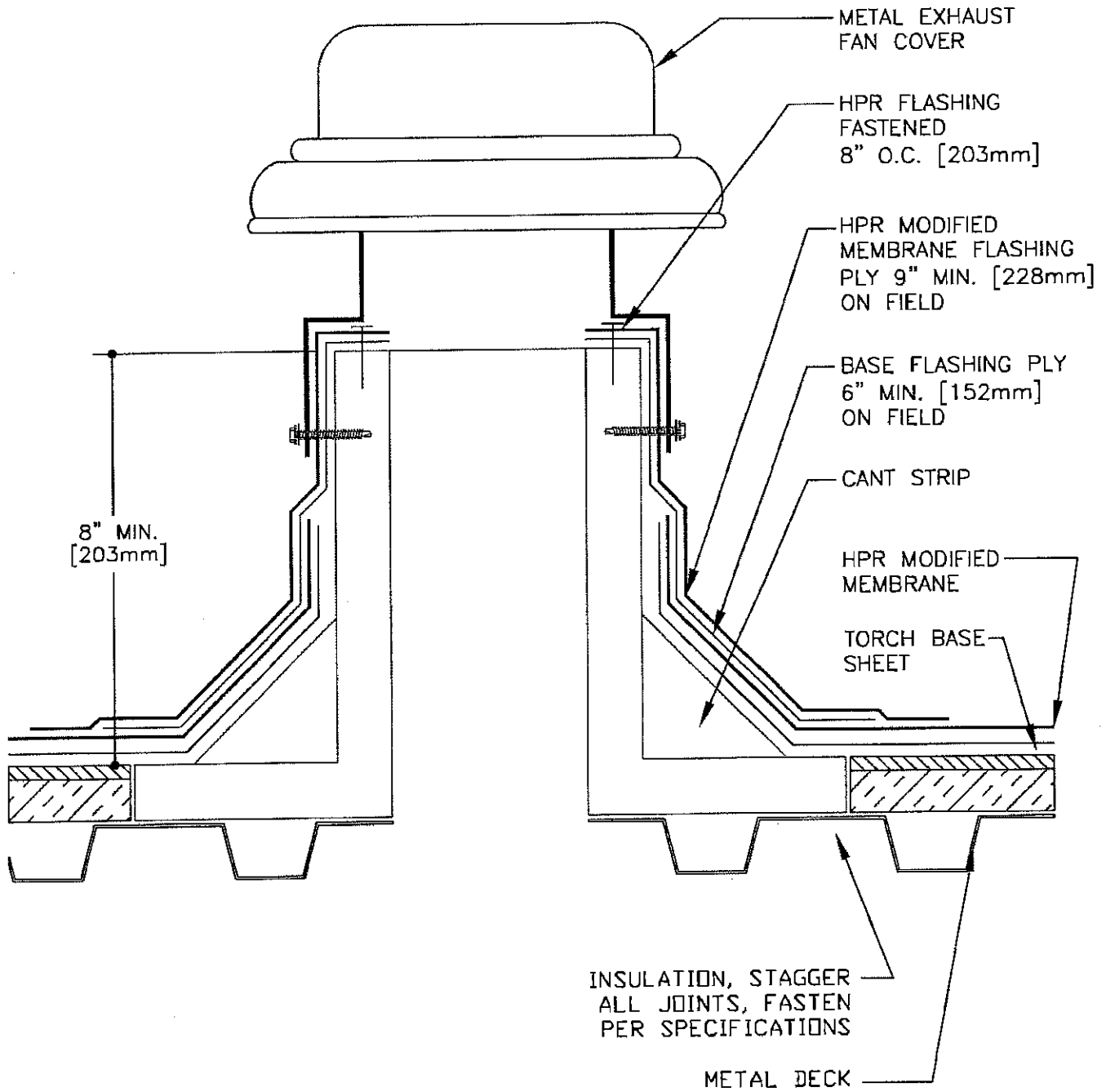


THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

DETAIL: 6

SKYLIGHT

TORCH APPLIED



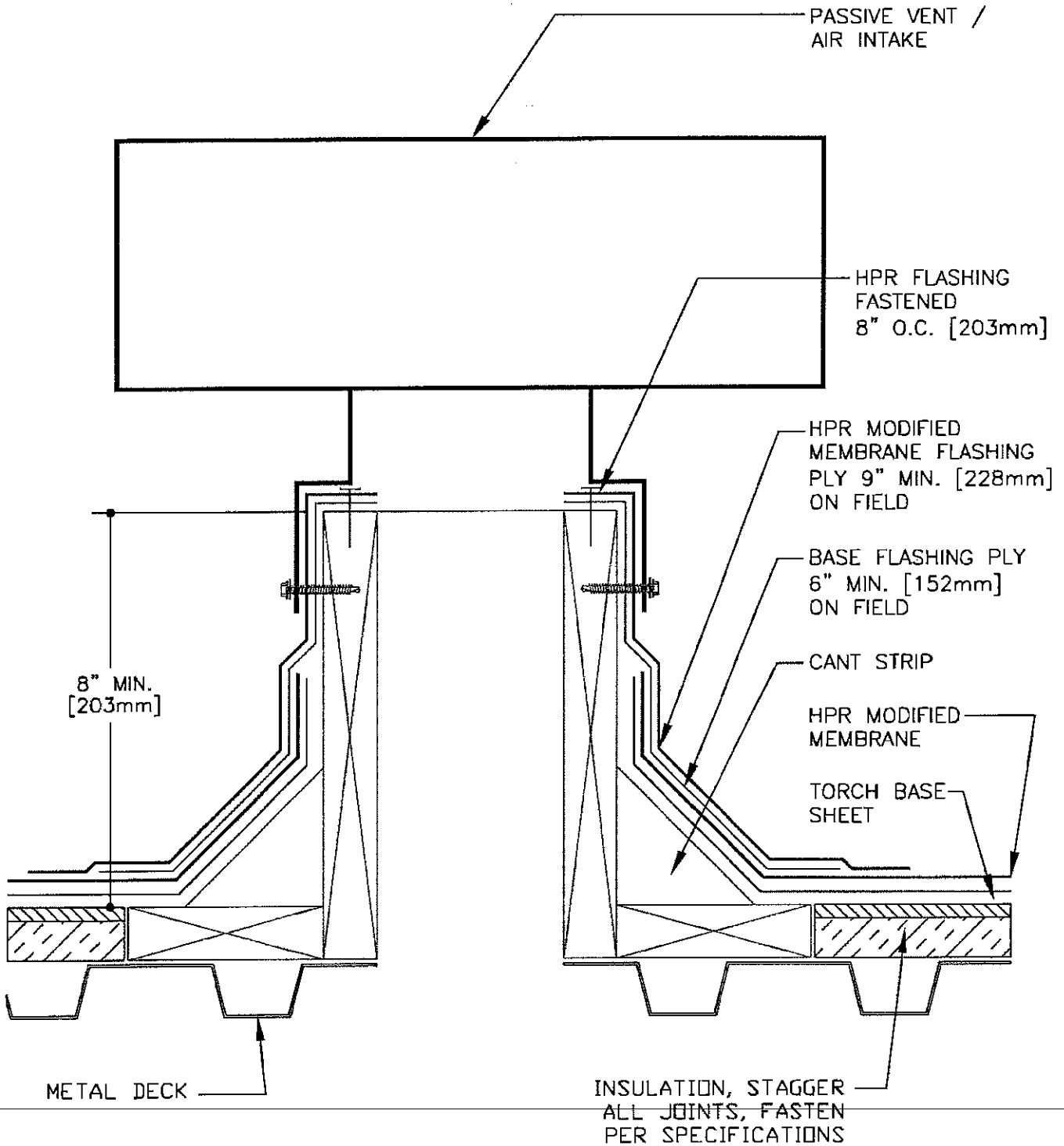
since 1895

THE GARLAND COMPANY, INC.
 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 1

EXHAUST FAN DETAIL

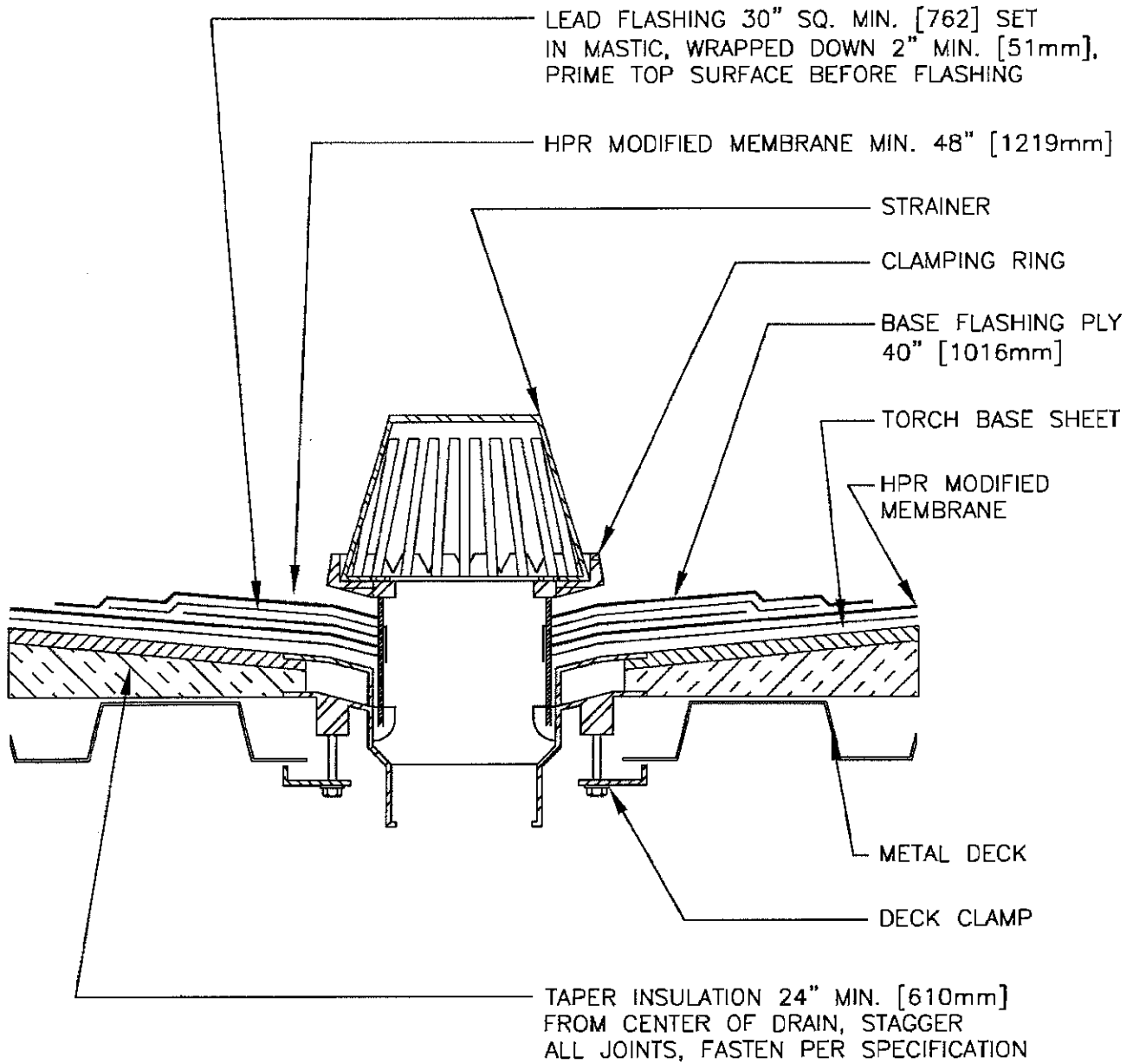
TORCH APPLIED



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 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 8
 PASSIVE VENT/AIR INTAKE

TORCH APPLIED



ALL PLIES SET IN MODIFIED COLD ADHESIVE SEE SPECIFICATION FOR SURFACING

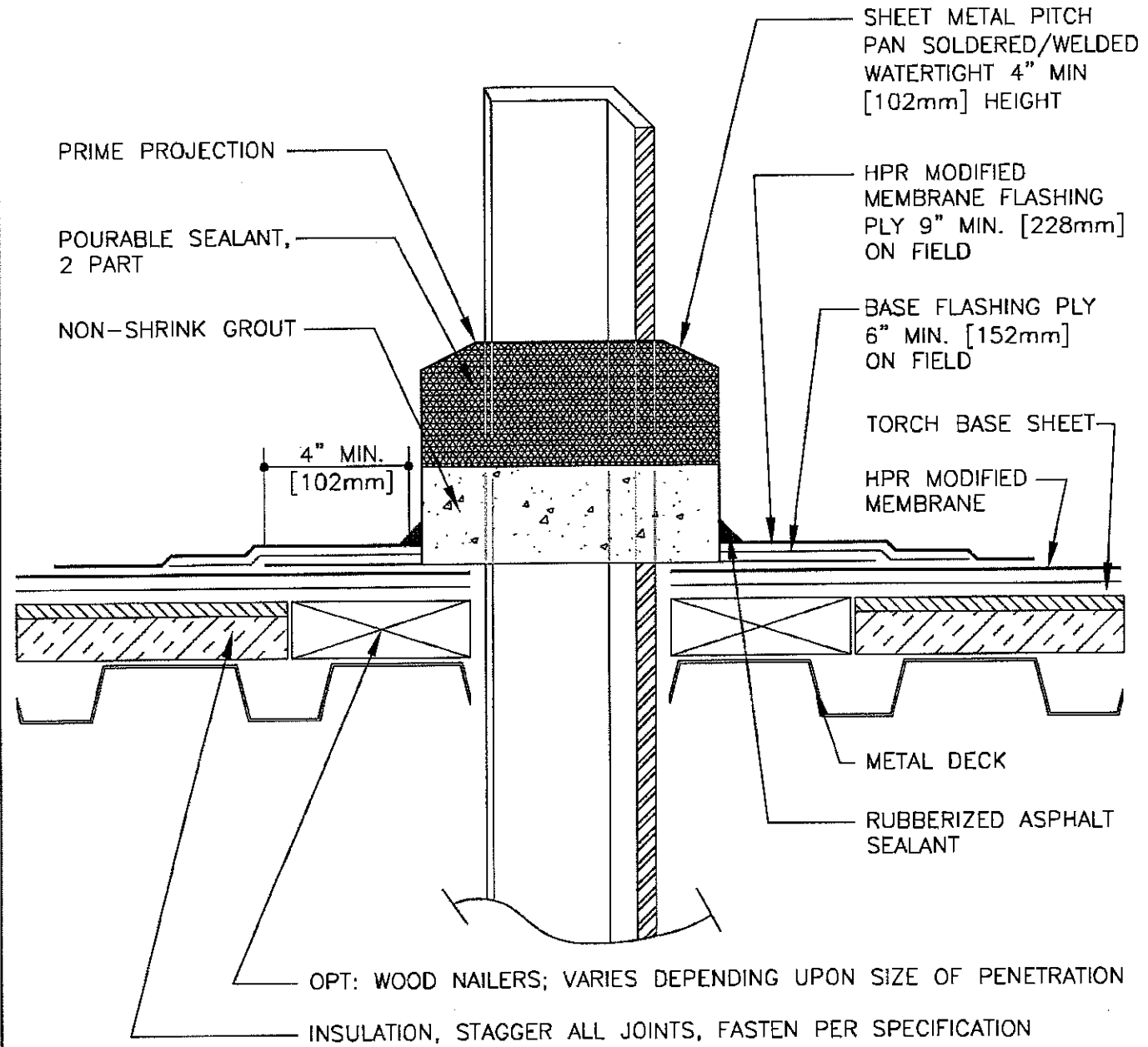



THE GARLAND COMPANY, INC.
 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD

DETAIL: 9

ROOF DRAIN

COLD APPLIED

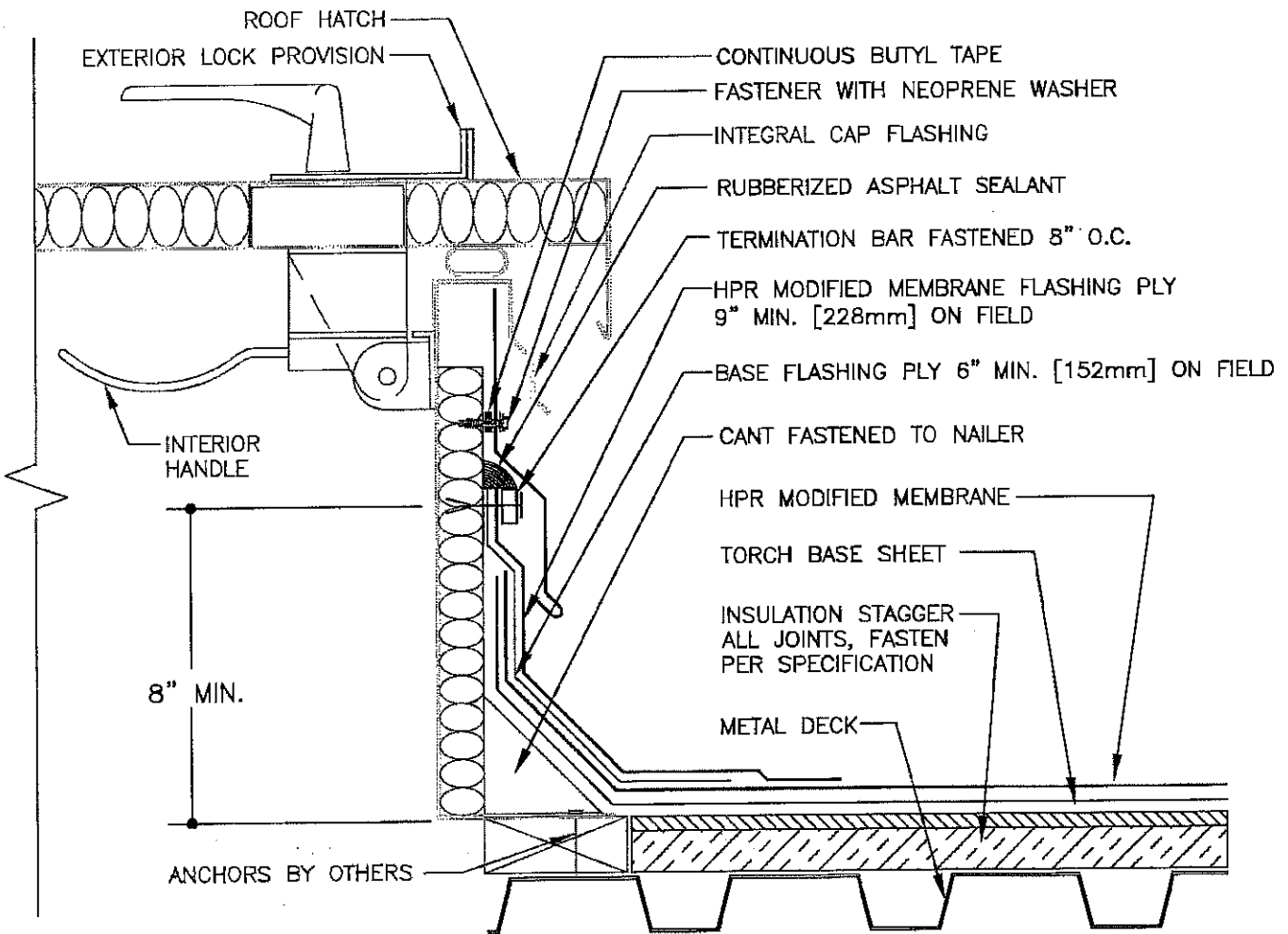




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DETAIL: 10

PITCH POCKET

TORCH APPLIED

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 GARLAND CANADA, INC.
 THE GARLAND COMPANY UK, LTD
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DETAIL: 11

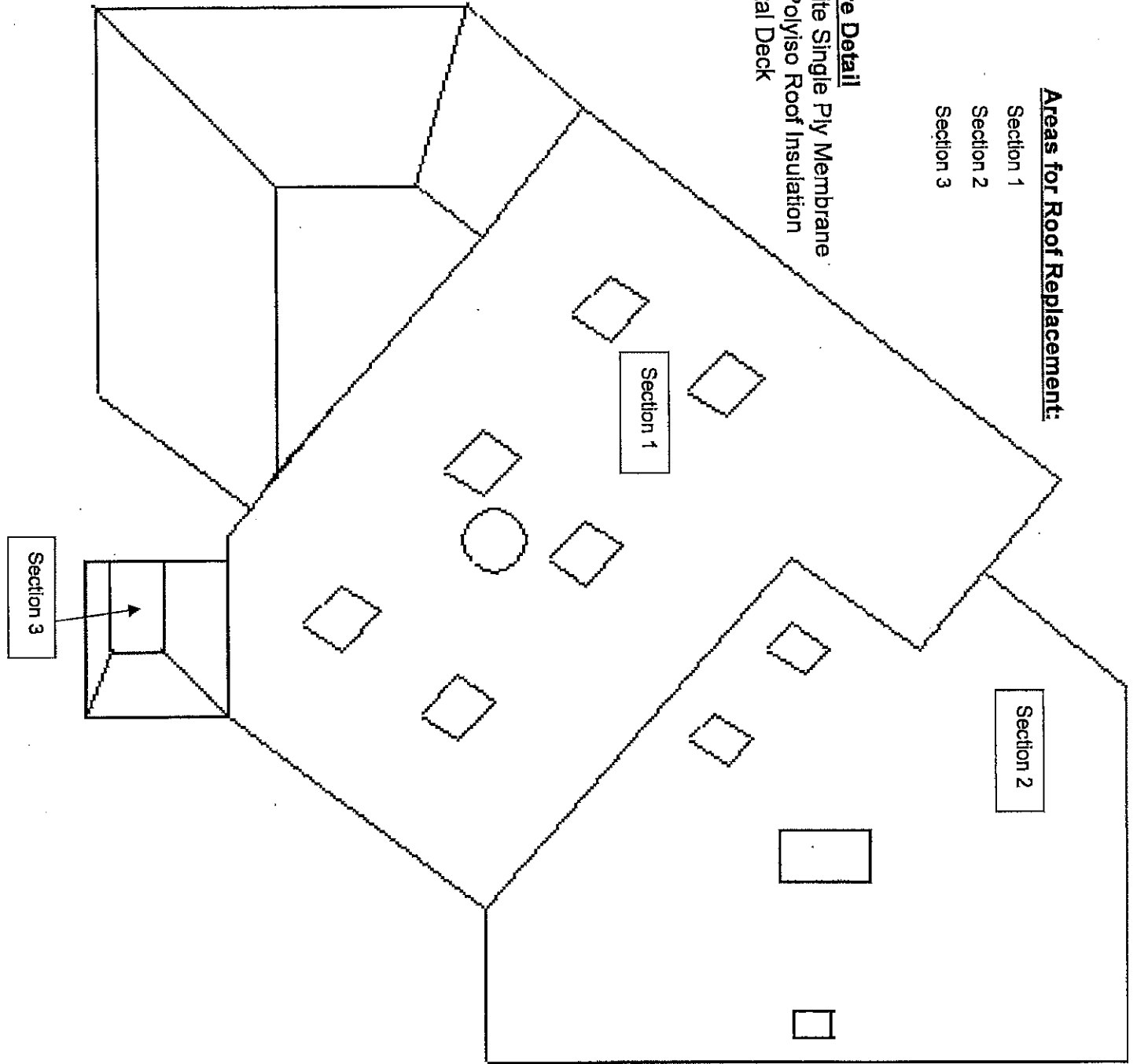
ROOF HATCH

TORCH APPLIED

Areas for Roof Replacement:

- Section 1
- Section 2
- Section 3

Core Detail
White Single Ply Membrane
3" Polyiso Roof Insulation
Metal Deck





since 1895



HPR[®] Torch Base Sheet

PRODUCT DESCRIPTION

HPR Torch Base Sheet is a Styrene-Butadiene-Styrene (SBS) membrane specially formulated to accept the high heat from a torch.

HPR Torch Base Sheet has a burnable polypropylene backer that melts when the proper torching temperature has been reached. The HPR Torch Base Sheet eliminates the use of a kettle and also allows the torch applied system to be installed with a one ply underlayment.

PRODUCT ADVANTAGES

High Tech Base Sheet - The HPR Torch Base Sheet has a high percentage of SBS rubber which when fused together with the torch applied membrane gives the system superior puncture and abrasion resistance. It also has high tensile and elongation characteristics.

Eliminates the Use of the 2 Ply Underlayment - Because the HPR Torch Base Sheet is 110 mils (2,794 microns) thick (as thick as 2 plies of Type IV glass in hot asphalt), one ply will be sufficient as the underlayment for torch applied membrane.

Superior Strength - The HPR Torch Base membrane is reinforced with a dual fiberglass scrim. The superior strength provided by this reinforcement resists the movement created by today's modern buildings. In addition, HPR Torch Base Sheet provides tensile strength in excess of 200 pounds per inch in the machine direction. This translates to long term resistance to splits and tears in the completed HPR Torch Applied roof system.

Advanced Rubber Technology - The modifier utilized in HPR Torch Base Sheet is SBS. When the SBS rubber is properly dispersed throughout the high penetration asphalt, the rubber provides increased thermal shock resistance, UV protection, heat resistance, elongation, and low temperature flexibility. To ensure proper dispersion, a special high shear mixer is used in manufacturing.

USES

HPR Torch Base Sheet is used as the underlayment ply for any of Garland's torch-applied membranes. It is fully compatible with both APP or SBS modified membranes. However, DO NOT USE the HPR Torch Base Sheet with hot asphalt or cold adhesives.

APPLICATION

The HPR Torch Base Sheet must be used for heat fusing or mechanical fastening applications only. Heat the HPR Torch Base Sheet until the burnable backer is melted. As this occurs, the SBS coating becomes tacky and is ready to roll in place.

HPR Torch Base Sheet

Technical Data	HPR Torch Base Sheet
*Tensile Strength	MD 210 lbf./in. (36.75 kN/m) XD 210 lbf./in. (36.75 kN/m)
*Tear Strength	MD 250 lbf. (1112 N) XD 250 lbf. (1112 N)
*Elongation	MD 4.0% XD 4.0%

Eco-Facts	HPR Torch Base Sheet
Recycled Content	
Pre-Consumer	N/A
Post-Consumer	7%

* Test Method ASTM D 5147 Is tested at
2 in/min @ 73.4 ± 3.6°F
(50 mm/min @ 23 ± 2°C)

Roll Dimensions	HPR Torch Base Sheet
Width	3 ft. 3 in. (1 m)
Length	34 ft. 8 in. (10.57 m)
Weight	76 lbs. (34.5 kg)
Nominal Thickness	110 mil (2,794 microns)
Net Coverage	100 ft ² (9.29 m ²)
Packaging	25 rolls/pallet

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.



since 1895 For more information, visit us at: www.garlandco.com



The Garland Company, Inc.
3800 East 81st Street
Cleveland, OH 44105
FAX: 216-641-0633
Phone: 216-641-7500
Toll Free: 800-321-8336

Garland Canada, Inc.
1290 Martin Grove Rd.
Toronto, Ontario
Canada, M9W 4X3
FAX 416-747-1980
Phone: 416-747-7995
Toll Free: 800-387-5991
(Only in Canada)

The Garland Company UK, Ltd.
Unit 5 Glevum Works, Upton Street
Gloucester, United Kingdom GL1 4LA
FAX: 01452 330 657
011 44 1452 330 657 (Outside UK)
Phone: 01452 330 646
011 44 1452 330 646 (Outside UK)
Toll Free: 0800 328 5560
(Only in UK)

**Test verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or the home office for more information.*

Garland Greenhouse is a trademark of The Garland Company, Inc. HPR is a trademark of The Garland Company, Inc., Garland Canada Inc. and The Garland Company UK, Ltd.

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Pyramic®



PRODUCT DESCRIPTION

Pyramic is a white, non-toxic, fire retardant roof coating formulated from water-based, pure acrylic, self-curing latex polymers. Pyramic also contains unique "bleed-blocking" polymers that make it very suitable for use over asphaltic surfaces. It is designed for application by brush, roller or spray. Once cured, Pyramic preserves asphaltic or modified bitumen surfaces and reduces under roof temperatures to create a more pleasant interior work environment that is less costly to maintain. Pyramic is an approved product under CRRC®, ENERGY STAR® and Title 24 standards.

PRODUCT ADVANTAGES

ENERGY STAR Approved - ENERGY STAR products are known to protect the environment through superior energy efficiency. ENERGY STAR approved Pyramic contains substantial levels of UV-blocking pigments that keep solar heat out of the building envelope. A cool Pyramic surface reflects the sun's ultraviolet rays, slows down roof aging, and extends the useful life of a roofing system.

Fire Retardant - Pyramic contains a unique blend of ingredients that produce a superior, flame-retardant surface. Passes Class A Fire Rating for slopes up to 1:12 slope when installed over a suitable substrate.

Reduces Roof Degradation - Solar heat accelerates roof system degradation. In addition, roofing materials contract and expand daily as they heat up during the day and cool at night. A roof coated with Pyramic does not experience such large temperature fluctuations; therefore, the roofing system undergoes less fatigue. Pyramic's white, flexible finish reflects the Sun's ultraviolet rays and reduces their damaging effects.

Energy Savings - Typical dark colored Built-Up Roofs can absorb over 70% of the solar energy that reaches them, creating temperatures over 180°F (82.2°C). Studies confirm that Pyramic can reduce roof temperatures by 50° to 80°F (10° to 26.7°C) and save significant amounts of cooling energy during the summer months.

Environmentally Friendly - Pyramic eliminates the flammability and toxicity hazards associated with solvent based coatings. There are no irritating or unpleasant odors with Pyramic.

Reduces Roof Life-Cycle Costs - Over time, UV light degrades the chemical structure of a roofing membrane, which then causes chalking, cracking, shrinking, loss of flexibility, and surface erosion. Pyramic's high-performance acrylic polymers

give added strength, flexibility, adhesion, and color-retention to aged roofing systems.

APPLICATION

The existing roof surface must be sound and free of defects such as blisters, splits, fishmouths, etc., All defects must be repaired with a suitable patching material. All fresh applications of mastics, coatings or asphalt adhesives require a minimum of 30 days to cure prior to application of Pyramic. Loose materials, standing water, debris, oil, and other contaminants may prevent full adhesion of the coating and must be removed. Pyramic is designed for application by brush, roller or spray. For more spray application information, see the Pyramic System spray application guide for details. The coating is ready for immediate use; however, it should be stirred, not thinned, prior to application.

Pyramic should be spray, brush or roller applied at a rate of 1-1 1/2 gallons per 100 ft² (0.41-.615 l/m²) per coat depending on the substrate. For best results, apply a two-coat application in a crosshatch manner, or install one coat of Pyramic Base Coat prior to installing Pyramic as the top coat.

PRECAUTIONS

- Do not apply when the ambient temperature is below 50°F (10°C) or above 95°F (35°C)
- Do not use on roof areas subject to ponding water
- Do not apply when rain is expected within 12 hours
- Do not allow product to freeze
- Store material in dry protected areas and on clean raised platforms
- Shelf life is one year in an unopened container

Pyramic

Technical Data	Pyramic
Color	White
Weathering (ASTM D 4798)	No deterioration over 1000 hours per ASTM G 26 test requirements
Non-Volatile (ASTM D 1644)	66% min
Density @ 77°F (25°C) (ASTM D 1475)	12 lb/gal (1.43g/cm ³)
Elongation (ASTM D 2370)	250% minimum
Tensile Strength (ASTM D 2370)	250 psi minimum
Toxicity	Non-toxic; Water based
Shelf Life	1 yr. in an unopened container
Coverage	1-1.5 gal./100 ft. ² (0.41-0.61 l/m ²) per coat. Two coat application required
Packaging	5 gallon pail (19 l) 55 gallon drum (209 l)

Eco-Facts	Pyramic
VOC	4.4 g/l
Emittance	88%
Reflectance	83%
SRI	104

For specific application recommendations and coverage rates, please contact your local Garland Representative or Garland Technical Service Department.



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Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test specimen temperature. Data reflects samples randomly collected. A ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or Garland Corporate Office for more information.

Garland Greenhouse Pyramic are trademarks of The Garland Company, Inc. ENERGY STAR is a registered trademark of the U.S. government. The ENERGY STAR program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities. The CRRC mark is a registered trademark of the Cool Roof Rating Council.
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StressPly® IV Plus Membranes

StressPly IV Plus • StressPly IV Plus Mineral • StressPly IV Plus UV Mineral

PRODUCT DESCRIPTION

StressPly IV Plus membranes are a high strength, polyester/fiberglass reinforced, rubber modified roofing membrane designed to be used in torching applications. The 180-195 mil membranes offer not only high strength, but also a high percentage of quality blended Styrene-Butadiene-Styrene (SBS) rubber compound. StressPly IV Plus membranes incorporate a burn-off backer to indicate when proper heat is obtained during application.

PRODUCT ADVANTAGES

Superior Strength - The StressPly IV Plus membranes are reinforced with a high strength, polyester/fiberglass reinforced scrim. The superior strength provided by the polyester/fiberglass scrim in StressPly IV Plus membranes provide tensile strength in excess of 300 pounds per inch in the machine and cross machine direction. This translates into long-term resistance to splits and tears in the completed, StressPly IV Plus roof systems.

Rubber Technology - StressPly IV Plus membranes are formulated with a high quality SBS rubber polymer offering unmatched low temperature flexibility, weathering and elastomeric properties. Adequate mixing of the polymer ensures proper phase inversion which optimizes the rubber's performance.

Unmatched Reflectivity - The StressPly IV Plus UV Mineral membrane incorporates the unique Starburst® mineral which provides long-term protection and added energy savings. The superior reflectivity of this mineral protects the StressPly IV Plus UV Mineral membrane from ultra-violet damage and at the same time decreases under roof temperatures. As a result, the workload on the building's air conditioning system is reduced and proper interior temperatures can be maintained at a lower cost. The Starburst minerals are more than twice as reflective as standard roofing minerals.

Factory Formulated Reduces Labor Expense - StressPly IV Plus Mineral and StressPly IV Plus UV Mineral are coated at the factory with reflective mineral granules. Consequently, there's no need to flood coat and gravel or aluminize the membrane's surface. Roof projects can be completed on a more timely basis. End result: substantial labor expense savings.

Security in Multi-Ply Applications - StressPly IV Plus membranes are the top component of a multi-ply system. It combines the inherent advantages and proven performance of multi-ply protection with the strength, flexibility and elongation of elastomeric systems. This unique combination minimizes dependence on perfect workmanship, contact adhesive seaming, etc.

USES

StressPly IV Plus membranes can be used in conjunction with other HPR products, as well as with conventional glass base sheets or fiberglass felt underlayment. In addition, StressPly IV Plus membranes can be used as the top ply in a two-ply flashing system. It can also be used to repair splits, cracks or other deteriorated areas of existing modified roof systems.

APPLICATION

StressPly IV Plus membranes can be applied in a two-ply torch-applied modified system. Garland's HPR Torch Base Sheet is applied to the approved substrate and StressPly IV Plus membranes are solidly adhered to the torch base sheet by torch.

StressPly IV Plus membranes can also be used as the torchable top layer of a modified roof system. Two plies of ASTM D 2178, Type IV or VI fiberglass felt are solidly bonded to the approved substrate. StressPly IV Plus membranes are then solidly adhered to these base layers by torching.

StressPly IV Plus Membranes

Technical Data	StressPly IV Plus	StressPly IV Plus Mineral	StressPly IV Plus UV Mineral
*Tensile Strength	MD 310 lbf/in. (54.25 kN/m) XD 310 lbf/in. (54.25 kN/m)	MD 310 lbf/in. (54.25 kN/m) XD 310 lbf/in. (54.25 kN/m)	MD 310 lbf/in. (54.25 kN/m) XD 310 lbf/in. (54.25 kN/m)
*Tear Strength	MD 510 lbf (2269 N) XD 510 lbf (2269 N)	MD 510 lbf (2269 N) XD 510 lbf (2269 N)	MD 510 lbf (2269 N) XD 510 lbf (2269 N)
*Elongation	MD 6.0% XD 6.0%	MD 6.0% XD 6.0%	MD 6.0% XD 6.0%
*Low Temperature Flexibility	-40° F (-40° C)	-40° F (-40° C)	-40° F (-40° C)

Finished membrane meets and/or exceeds ASTM D 6162, TYPE III

* Test Method ASTM D 5147 is tested at

2 in/min @ 73.4 ± 3.6°F

(50 mm/min @ 23 ± 2°C)

Roll Dimensions	StressPly IV Plus	StressPly IV Plus Mineral	StressPly IV Plus UV Mineral
Width	3 ft. 3 in. (1 m)	3 ft. 3 in. (1 m)	3 ft. 3 in. (1 m)
Length	26 ft. 2 in. (7.98 m)	26 ft. 2 in. (7.98 m)	26 ft. 2 in. (7.98 m)
Weight	110 lbs. (49.9 kg)	125 lbs. (56.7 kg)	125 lbs. (56.7 kg)
Nominal Thickness	180 mils (4,572 microns)	195 mils (4,953 microns)	195 mils (4,953 microns)
Net Coverage	75 sq. ft. (9.29 m ²)	75 sq. ft. (6.97 m ²)	75 sq. ft. (6.97 m ²)
Packaging	20 rolls/pallet	20 rolls/pallet	20 rolls/pallet

Eco-Facts	StressPly IV Plus	StressPly IV Plus Mineral	StressPly IV Plus UV Mineral
Recycled Content			
Pre-Consumer	15%	N/A	N/A
Post-Consumer	N/A	N/A	N/A

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.



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The Starburst product used in conjunction with StressPly membranes is protected by U.S. Patent # 6,833,007 and Patent pending in Canada # 2,479,267

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Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or the home office for more information.

Garland Greenhouse, StressPly and Starburst are trademarks of The Garland Company, Inc. StressPly is a trademark of Garland Canada Inc. and The Garland Company UK, Ltd.

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SP PLUS 0709

VILLAGE OF OAK PARK
BID # 11-115
INSTALLATION OF MODIFIED BITUMINOUS MEMBRANE ROOFING – SELF-ADHERING
FOR VILLAGE OF OAK PARK MAIN FIRE STATION
BID DUE: APRIL 22, 2011 @ 3:00 P.m.
ADDENDUM NO. 1

The following addendum is issued and made part of the bidding and contract documents for this bid. **The bidder shall acknowledge receipt of this addendum and inclusion in the bid by signing below, and bidder shall include this addendum with the submitted proposal.**

Reference: changes to specifications/scope of work for bid documents for Roof Renovations.

1. Correction to Scope of work:

Section III Part 1 – Scope of Work

A. Completely remove existing singleply roof system (including insulation) down to metal deck. Inspect and repair any necessary deck deficiencies using a unit cost bid.

I. Clarification of Roof Coating Bid: Coating option to be included in base bid price, not as alternate.

2. The disconnection and reinstallation of any electric & mechanical units will be the responsibility of the bidding contractor.

A. 2 HVAC units located on Roof Section 2 of the specified roof drawing to be disconnected and reinstalled after re-roofing has been completed.

B. 2 Skylight/Fans located on Section 2 of the specified roof drawing (located over kitchen area) to be raised to accommodate proper flashing heights as specified. Any electric work required to complete this will be the responsibility of the bidding contractor.

C. Large roof vent located on the Section 1 of the specified roof drawing to be raised to accommodate proper flashing heights as specified. Any electric work required to complete this will be the responsibility of the bidding contractor.

D. The ventilation unit used for the Station truck exhaust to be disconnected and reinstalled. The coordination of this specific unit is to be coordinated closely with the Fire Chief and Village. Limited down time for this unit is to be expected (no more than 1 or 2 days or as discussed and approved by the Village).

3. As specified, new metal coping caps, counter flashings, slip metal, etc. to be removed and replaced with matching color. The metal wall panels on Section 1 of the specified roof drawing are to remain.

4. Correction to roof drawings: It was pointed out that some of the roof drawings show a 1 ply torch base and torch cap detail. As detailed in the General Scope of Work, the installed system calls for 2 plies of torch base followed by 1 ply mineral torch cap. As specified, two ply configuration will be accepted on all vertical flashing.

5. Contractors in Attendance of Pre-Bid Meeting:

- A. La Porte Roofing Co.
- B. Anthony Roofing / Tecta America
- C. Riddiford Roofing
- D. Combined Roofing Systems
- E. Ridgeworth Roofing
- F. L. Marshall
- G. DCG Roofing

Receipt of addendum must be acknowledged.

SIGNED ADDENDUM MUST BE RETURNED WITH PROPOSAL.

GE Riddiford
Bidder

4/22/11
Date

Jason Doran
Agent



D


VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing Participation in the Suburban Tree Consortium for the Purchase and Planting of Parkway Trees for Spring and Fall 2011, in an amount not to exceed \$155,000.00, Waiving the Village's Bid Process

Resolution or Ordinance No.: _____

Date of Board Action: May 16, 2011

Staff Review:

Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

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

The Village purchases and plants between three hundred and fifty (350) and four hundred (400) parkway trees annually. Most of these trees replace those removed due to disease, damage, or safety considerations. In 1987, the Village of Oak Park joined the Suburban Tree Consortium (STC) in order to benefit from the stabilized pricing and improved quality of trees available through this joint purchasing organization. The STC is a group of thirty-six communities that have entered into a joint, long-term contractual agreement administered by the West Central Municipal Conference (WCMC) for the purchase and planting of parkway trees. The contract provides trees that meet the Village's specifications regarding quality, quantity, and variety of tree species, and ensures proper handling and planting techniques.

There are five (5) nurseries selected to supply trees to the STC for the 2011 plantings: Wilson Nurseries, Hinsdale Nurseries, Beaver Creek Nursery, Possibility Place Nursery, and Beeson's McHenry County Nursery. The STC contracted the landscape firm of Pugsley & La Haie of Lake Zurich, Illinois to plant all trees purchased via the STC.

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

The combined buying power of the STC enables its member communities to direct the nurseries as to the size and species of trees to be planted annually. This guarantees a wide variety of trees available to its members regardless of outside market pressures.

Trees grown under contract conform to STC specifications suited to parkway applications. This

ensures uniformity of planting stock, optimum growth habit, and high survival rates. Trees are reserved for the current year and for four additional years in advance, guaranteeing their price and availability. Member communities are also able to take advantage of price declines. If published catalog prices fall below the forecasted price in future years, members are able to purchase at the lower published price, minus ten per cent (10%) rather than the original forecasted price. The tree purchase and planting program is based on a unit price per tree, which varies depending on tree species and size.

Staff recommends that the Village approve a Resolution to waive the bidding process and participate in the Suburban Tree Consortium program for the purchase and planting of parkway trees for Spring and Fall 2011.

The benefits of this contract are:

1. Prices for trees, planting, and delivery are secured for five year increments, regardless of market fluctuations, eliminating price increases, yet taking advantage of price decreases.
2. Availability is guaranteed.
3. Overall quality and uniformity of the trees is superior because trees procured by the STC are specifically grown to be well suited for parkway planting.
4. Trees planted by the STC-authorized landscaper are handled less, planted faster, have the highest survival rate, and are guaranteed for one year.

In addition to the normal tree replacement, in 2011, 265 Ash trees were removed due to Emerald Ash Borer (EAB). The 2011 program includes the replacement of these losses per the approved tree spacing standards.

The Village is the recipient of a \$30,000.00 Grant from the Metropolitan Mayors Caucus through the Urban and Community Forestry Program of the Great Lakes Restoration Initiative for the replacement of trees due to Emerald Ash Borer losses. These funds will be added to the 2011 program.

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

The FY 2011 Capital Improvements Fund Budget provides \$150,000.00 for tree planting and

maintenance in account no. 3095-43700-101-570957, Tree Replacement (which includes \$25,000.00 for watering, under another contract if necessary). Therefore the total funds for tree planting is \$125,000.00 plus the \$30,000.00 Grant funds totaling \$155,000.00.

The cost of the 2011 Spring & Fall parkway STC tree purchase and planting program will not exceed \$155,000.00.

Proposed Action: Approve the Resolution. A super majority of the Board is required for this vote because the Bid Process is being waived.

RESOLUTION

AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM FOR THE PURCHASE AND PLANTING OF PARKWAY TREES FOR SPRING AND FALL 2011, IN AN AMOUNT NOT TO EXCEED \$155,000.00, WAIVING THE BIDDING PROCESS

WHEREAS, the Suburban Tree Consortium exists to allow municipalities to plan for the purchase and planting of parkway trees up to 5 years in advance, at fixed rates, and to then supply and plant parkway trees; and

WHEREAS, the Village has funds in an amount of \$155,000.00 for the purchase and planting of parkway trees in 2011; and

WHEREAS, the Suburban Tree Consortium has provided a price list for tree planting for 2011; and

WHEREAS, the Village finds that the continued planting and replacement of parkway trees enhances the Village's sustainable environmental practices by reducing pollution, reducing noise and providing shade, which modifies temperatures, thereby decreasing home energy usage, and that maintaining the tree canopy enhances the beauty and quality of life of Oak Park.

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

1. That the Village Manager is hereby authorized and directed to purchase and plant parkway trees in the Spring and Fall of 2011 in accordance with the Suburban Tree Consortium Specifications at a cost not to exceed \$155,000.00. Said trees shall conform substantially to the specifications described in the documents attached hereto as Exhibit A and made part hereof.

2. That the Village's bid process is waived for the purchase and planting of trees in 2011.

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

POSSIBILITY PLACE NURSERY PRICES FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	SCIENTIFIC	SPRING/FALL, 2013			SPRING/FALL, 2014		
		1.5"	2.0"	2.5"	1.5"	2.0"	2.5"
OHIO BUCKEYE	AESCLUS GLABRA	125	140		125	140	
NORTHERN CATALPA	CATALPA SPECIOSA	110	130		110	130	
COMMON HACKBERRY	CELTIS OCCIDENTALIS	110	135		110	135	
BLUE ASH	FRAXINUS QUADRANGULATA						
KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICA						
BUTTERNUT	JUGLANS CINEREA						
BLACK WALNUT	JUGLANS NIGRA						
BLACK TUPELO	NYSSA SYLVATICA						
IRONWOOD	OSTRYA VIRGINIANA	115	150		115	150	
EASTERN WHITE PINE	PINUS STROBUS						
WHITE OAK	QUERCUS ALBA	120	150		120	150	
SWAMP WHITE OAK	QUERCUS BICOLOR	120	150		120	150	
SCARLET OAK	QUERCUS COCCINEA	120	150		120	150	
HILL'S OAK	QUERCUS ELLIPSOIDALIS	120	150		120	150	
SHINGLE OAK	QUERCUS IMBRICARIA	120	150		120	150	
BUR OAK	QUERCUS MACROCARPA	120	150		120	150	
CHINQUAPIN OAK	QUERCUS MUEHLENBERGII	120	150		120	150	
RED OAK	QUERCUS RUBRA	120	150		120	150	
SWAMP/BUR CROSS	QUERCUS X SCHUETTI						

DELIVERY CHARGES: \$2.00 PER MILE, ROUND TRIP. MINIMUM ORDER OF 10 TREES FOR DELIVERY.

**ALL TREES LISTED ABOVE ARE IN 18" BAGS. TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 EACH.

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2009 / Spring 2010			Fall 2010 / Spring 2011			Fall 2011 / Spring 2012			Fall 2012 / Spring 2013			Fall 2013 / Spring 2014		
			2"	2.5"	3"	2"	2.5"	3"	2"	2.5"	3"	2"	2.5"	3"	2"	2.5"	3"
Shingle oak	Quercus imbricaria	Spring	180	205	235	180	205	235	200	230	260	200	230	265	200	230	265
Bur oak	Quercus macrocarpa	Spring	178	200	245	180	205	235	200	230	260	200	230	265	200	230	265
Chickadee Oak	Quercus muhlenbergii	Spring	200	245	275	180	205	235	200	230	260	200	230	265	200	230	265
English oak	Quercus robur x bicolor Regal Prince™	Spring	175	200	245	180	205	235	190	215	245	200	230	265	200	230	265
	Quercus robur x macro, Heritage®	Spring	175	200	245	180	205	235	180	215	245	200	230	265	200	230	265
Red oak	Quercus rubra	Spring	200	245	275	180	205	235	180	215	245	200	230	265	200	230	265
Swamp bur oak hybrid	Quercus x schweiki	Spring/Fall	320	180	205	235	275	180	215	245	200	230	265	200	230	265	200
Black Locust	Robinia Chicago Blues®	Spring	175	200	235	170	195	225	160	205	235	190	220	250	160	220	250
Baldcypress	Taxodium distichum	Spring	175	200	235	170	195	225	160	205	235	190	220	250	160	220	250
American Linden	Tilia americana 'Redmond'	Spring/Fall	175	200	235	170	195	225	160	205	235	190	220	250	160	220	250
Littleleaf Linden	Tilia x lanceolata 'Glenleven'	Spring/Fall	145	155	185	170	195	225	170	195	225	175	205	230	175	205	230
American Elm	Ulmus americana 'Valley Forge'	Spring	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
Hybrid elm	Ulmus 'Frontier'	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus 'Homestead'	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus 'New Horizon'	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus 'Patriot'	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus 'Pioneer'	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus Accolatus™	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250
	Ulmus 'Dunham'™	Spring/Fall	145	155	185	160	180	205	180	205	235	180	205	230	180	220	250

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2008 / Spring 2010			Fall 2010 / Spring 2011			Fall 2011 / Spring 2012			Fall 2012 / Spring 2013			Fall 2013 / Spring 2014			
			2'	2.5'	3'	3.5'	2'	2.5'	3.0'	3.5'	2'	2.5'	3.0'	3.5'	2'	2.5'	3.0'	3.5'
Wych elm	<i>Ulmus glabra</i>	Spring/Fall	160	150	175	200	225	185	200	225	185	210	235	260	185	210	235	260
Variegated maple	<i>Acer platanoides 'Royal Red'</i>	Spring/Fall	100	115	185	210	240	185	210	240	195	225	255	195	225	255	285	285
Red maple	<i>Acer rubrum</i>	Spring/Fall	100	105	185	210	240	185	210	240	195	225	255	195	225	255	285	285
Sugar maple	<i>Acer saccharum</i>	Spring/Fall	180	205	300	330	360	180	220	250	190	220	260	190	220	260	285	285
Green maple	<i>Acer saccharinum</i>	Spring/Fall	180	205	300	330	360	180	220	250	190	220	260	190	220	260	285	285
Red maple	<i>Acer x freemanii</i>	Spring/Fall	100	115	185	210	240	185	210	240	175	200	230	175	200	230	255	255
Green maple	<i>Acer x freemanii 'Marmorata'</i>	Spring/Fall	100	115	185	210	240	185	210	240	175	200	230	175	200	230	255	255
Green maple	<i>Acer x freemanii 'Sierrita Gloriosa'</i>	Spring/Fall	180	205	300	330	360	180	220	250	190	220	260	190	220	260	285	285
Yellow Buckeye	<i>Asclepias tuberosa</i>	Spring/Fall	180	175	195	210	240	180	220	250	190	220	260	190	220	260	285	285
Ohio buckeye	<i>Asclepias tuberosa</i>	Spring/Fall	180	175	195	210	240	180	220	250	190	220	260	190	220	260	285	285
Texas buckeye	<i>Asclepias tuberosa</i>	Spring/Fall	180	175	195	210	240	180	220	250	190	220	260	190	220	260	285	285
Serviceberry	<i>Amelanchier x grandiflora 'Robinn'</i>	Spring/Fall	180	175	195	210	240	180	220	250	190	220	260	190	220	260	285	285
American hollyhock	<i>Carpinus caroliniana</i>	Spring	180	205	265	290	320	180	210	240	180	210	240	180	210	240	270	270
Northern catalpa	<i>Clusia speciosa</i>	Spring	125	140	160	175	195	125	140	160	175	195	125	140	160	175	195	195
Common hackberry	<i>Celtis occidentalis</i>	Spring	180	235	275	315	355	180	235	275	315	355	180	235	275	315	355	355
Yellowwood	<i>Cercis canadensis</i>	Spring	180	235	275	315	355	180	235	275	315	355	180	235	275	315	355	355
Redbud	<i>Cercis canadensis</i>	Spring	180	235	275	315	355	180	235	275	315	355	180	235	275	315	355	355
Calabash tree	<i>Caracanthus japonicus</i>	Spring/Fall	180	235	275	315	355	180	235	275	315	355	180	235	275	315	355	355
Japanese tree	<i>Caracanthus japonicus</i>	Spring/Fall	180	235	275	315	355	180	235	275	315	355	180	235	275	315	355	355
Turkish fig	<i>Corylus colurna</i>	Spring	240	275	325	365	405	240	275	325	365	405	240	275	325	365	405	405
European beech	<i>Fagus sylvatica</i>	Spring	240	275	325	365	405	240	275	325	365	405	240	275	325	365	405	405
Ginkgo	<i>Ginkgo biloba</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Autumn Gold'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Samurai'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235	260	310	340	370	235	260	310	340	370	370
Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	235	260	310	340	370	235										

COMMON NAME	SCIENTIFIC CUVIARS (* Listed name is tradename used for marketing which may be different than true cultivar name)	Planting Season	Fall 2009/ Spring 2010			Fall 2010/ Spring 2011			Fall 2011/ Spring 2012			Fall 2012/ Spring 2013			Fall 2013/ Spring 2014				
			1.5"	2"	2.6"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	
White oak	Pyrus calleryana 'Radspire'	Spring	150	179	150	179	205	150	179	205	158	188	215	158	188	215			
Swamp white oak	Quercus alba	Spring	188	220	140	165	198	220	140	165	198	220	173	209	231	173	208	231	
Scandal oak	Quercus bicolor	Spring	169	217	169	217	289	169	217	289	169	217	289	169	217	289	169	217	289
Hills oak	Quercus coccinea	Spring	170	235	170	235	298	322	170	235	298	322	170	235	298	322	170	235	298
Shingle oak	Quercus ellipsoidalis	Spring	168	209	168	209	235	278	168	209	235	278	168	209	235	278	168	209	235
Blur oak	Quercus imbricaria	Spring	187	180	187	180	200	250	187	180	200	250	187	180	200	250	187	180	200
Chinkapin oak	Quercus macrocarpa	Spring	156	209	156	209	250	156	209	250	156	209	250	156	209	250	156	209	250
Red oak	Quercus muehlenbergii	Spring	134	185	134	185	190	209	134	185	190	209	134	185	190	209	134	185	190
Schumard oak	Quercus rubra	Spring	183	216	183	216	270	318	183	216	270	318	183	216	270	318	183	216	270
Swamp bur oak hybrid	Quercus shumardii	Spring	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218	218
China Snow peking lilac	Quercus x schuettlii	Spring	179	194	179	194	209	179	194	209	179	194	209	179	194	209	179	194	209
Japanese tree lilac	Syringa pekinensis 'Merlot'	Spring, Fall	135	163	135	163	189	135	163	189	135	163	189	135	163	189	135	163	189
American linden	Syringa reticulata 'Ivory Silk'	Spring, Fall	188	240	188	240	268	188	240	268	188	240	268	188	240	268	188	240	268
Littleleaf linden	Tilia americana 'Redmond'	Spring, Fall	190	224	190	224	268	190	224	268	190	224	268	190	224	268	190	224	268
Hybrid elm	Tilia cordata 'Greenspire'	Spring, Fall	175	219	175	219	219	175	219	219	175	219	219	175	219	219	175	219	219
Accolade Elm	Ulmus 'Frontier'	Spring	175	219	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Triumph Elm	Ulmus japonicollina 'Morton'	Spring, Fall	175	219	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Commemoration Elm	Ulmus 'Morton Glossy'	Spring, Fall	175	219	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Danada Charm	Ulmus 'Morton Stalwart'	Spring, Fall	175	219	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
	Ulmus 'Morton Red Tip'	Spring, Fall	175	219	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Additional selections																			
Red maple	Acer rubrum 'Autumn Spire'	Spring	184	209	184	209	209	184	209	209	184	209	209	184	209	209	184	209	209
Sugar maple	Acer saccharum 'Appollo'	Spring, Fall	199	225	199	225	225	199	225	225	199	225	225	199	225	225	199	225	225
	Acer saccharum 'Fall Fiesta'	Spring, Fall	199	225	199	225	225	199	225	225	199	225	225	199	225	225	199	225	225
	Acer saccharum 'Michigan Seedling'	Spring, Fall	185	195	185	195	195	185	195	195	185	195	195	185	195	195	185	195	195
	Acer x freematii 'Sienna Glen'	Spring, Fall	185	195	185	195	195	185	195	195	185	195	195	185	195	195	185	195	195
	Fraxinus americana 'Chicago Regal'	Spring, Fall	185	195	185	195	195	185	195	195	185	195	195	185	195	195	185	195	195
	Fraxinus americana 'Skyline'	Spring, Fall	185	195	185	195	195	185	195	195	185	195	195	185	195	195	185	195	195
Black ash	Fraxinus nigra 'Fallgold'	Spring, Fall	150	187	150	187	187	150	187	187	150	187	187	150	187	187	150	187	187
Green ash	Fraxinus pennsylvanica 'Cimmaron'	Spring, Fall	150	187	150	187	187	150	187	187	150	187	187	150	187	187	150	187	187
English oak	Quercus robur 'Regal Prince'	Spring	150	187	150	187	187	150	187	187	150	187	187	150	187	187	150	187	187
	Quercus robur 'Crimson Spira'	Spring	150	187	150	187	187	150	187	187	150	187	187	150	187	187	150	187	187

Delivery Charge \$75.00/hour round trip
 Price Change effective 10/1/06

Nursery Price List for the Suburban Tree Consortium 2006 - Attachment F

COMMON NAME	SCIENTIFIC CULTIVARS (* Listed name Is trade name used for marketing which may be different than true cultivar name)	Planting Season	Fall 2009/ Spring 2010			Fall 2010/ Spring 2011			Fall 2011/ Spring 2012			Fall 2012/ Spring 2013			Fall 2013/ Spring 2014		
			1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"
Freeman maple	Acer x freemanii 'Autumn Blaze'	Spring, Fall	170	185	200	170	185	200	170	185	200	179	194	210	179	194	210
	Acer x freemanii 'Warm'	Spring, Fall	170	219	268	170	219	268	170	219	268	179	230	282	179	230	282
Miyabei Maple	Acer miyabei 'Stale Street'	Spring, Fall	163	188	228	163	188	228	163	188	228	171	198	240	171	198	240
Norway maple	Acer platanoides 'Crimson King'	Spring, Fall	189	236	273	189	236	273	189	236	273	196	248	287	196	248	287
	Acer platanoides 'Deborah'	Spring, Fall															
	Acer platanoides 'Emerald Lustre'	Spring, Fall	130	158	184	130	158	184	130	158	184	137	166	193	137	166	193
	Acer platanoides 'Emerald Queen'	Spring, Fall															
Red maple	Acer rubrum 'Red Sunset'	Spring, Fall	165	210	240	165	210	240	165	210	240	173	221	252	173	221	252
Sugar maple	Acer saccharum 'Green Mountain'	Spring, Fall	210	229	278	210	229	278	210	229	278	221	240	292	221	240	292
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring, Fall	226	247		226	247		226	247							
	Aesculus glabra	Spring, Fall	130	163	196	130	163	196	130	163	196						
Ohio buckeye	Aesculus x carnea 'Brill'	Spring, Fall	190	245		190	245		190	245							
Red horsechestnut	Aesculus x carnea	Spring, Fall	195	250		195	250		195	250							
Yellow buckeye	Aesculus ostryifolia	Spring, Fall	125			125			125								
Serviceberry	Amelanchier laevis 'Snowcloud'	Spring, Fall	160	246		160	246		160	246							
American hornbeam	Carpinus caroliniana	Spring	167	175		167	175		167	175							
European hornbeam	Carpinus betulus	Spring	130	160		130	160		130	160							
Northern catalpa	Catalpa speciosa	Spring, Fall	155	190	220	155	190	220	155	190	220	163	200	231	163	200	231
Common hackberry	Celtis occidentalis	Spring, Fall	175			175			175								
Yellowwood	Cladrastis lutea	Spring, Fall	140	165	200	140	165	200	140	165	200	147	173	210	147	173	210
Cockspur hawthorn	Crataegus crusgalli 'Inermis'	Spring, Fall	135	168	199	135	168	199	135	168	199	142	184	198	142	184	198
Green hawthorn	Crataegus viridis 'Winter King'	Spring, Fall	135	168	199	135	168	199	135	168	199	142	184	198	142	184	198
White ash	Fraxinus americana 'Autumn Purple'	Spring, Fall	199	250	285	199	250	285	199	250	285						
	Fraxinus americana 'Roshili'	Spring, Fall															
	Fraxinus americana 'Windy City'	Spring, Fall															
Green ash	Fraxinus pennsylvanica 'Palmore'	Spring, Fall															
	Fraxinus pennsylvanica 'Summit'	Spring, Fall															
	Fraxinus pennsylvanica 'Summit'	Spring, Fall															
	Ginkgo biloba 'Autumn Gold'	Spring, Fall	230			230			230								
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring, Fall	230			230			230								
	Ginkgo biloba 'Princeton Sentry'	Spring, Fall	170	228	263	170	228	263	170	228	263	179	240	276	179	240	276
Honeylocust	Gleditsia triacanthos 'Shademaster'	Spring, Fall	170	228	263	170	228	263	170	228	263	179	240	276	179	240	276
	Gleditsia triacanthos 'Skyline'	Spring, Fall	165	210	240	165	210	240	165	210	240	173	221	252	173	221	252
Kentucky coffeetree	Gymnocladus dioica	Spring, Fall	175			175			175								
	Gymnocladus dioica 'Espresso'	Spring, Fall															
Tuliptree	Liriodendron tulipifera	Spring	173			173			173								
Crabapple selections	Malus 'Adams'	Spring, Fall	95	115		95	115		95	115		100	121	100	121		
	Malus floribunda	Spring, Fall	115	140		115	140		115	140		121	147	121	147		
	Malus 'Golden Rain Drops'	Spring, Fall	95	115	125	95	115	125	95	115	125						
	Malus 'Prairifire'	Spring, Fall	95	115	125	95	115	125	95	115	125						
	Malus 'Profusion'	Spring, Fall	95	115	125	95	115	125	95	115	125						
	Malus 'Red Jewel'	Spring, Fall	110	130		110	130		110	130		100	121	131	100	121	131
	Malus 'Snowdrift'	Spring, Fall	95	115		95	115		95	115		116	137	116	137		
	Malus 'Sugar Tyne'	Spring, Fall	95	115		95	115		95	115							
Black lupelo	Nyssa sylvatica	Spring	189			189			189			198		198			
Ironwood (hophornbeam)	Ostrya virginiana	Spring	189	235		189	235		189	235							
Chokecherry	Prunus virginiana 'Schubert'	Spring, Fall	150	179	205	150	179	205	150	179	205	158	188	215	158	188	215
Pear cultivars	Pyrus calleryana 'Aristocrat'	Spring	150	179	205	150	179	205	150	179	205	158	188	215	158	188	215
	Pyrus calleryana 'Chanticleer'	Spring	150	179	205	150	179	205	150	179	205	158	188	215	158	188	215

Exclamation Planetree	Plantanus x acerifolia 'Morton Circle'	Spring	185	215	235
Pear cultivars	Pyrus calleryana 'Bradford'	Spring	186	199	228
	Pyrus calleryana Chanticleer™	Spring	186	199	228
Sawtooth oak	Quercus acutissima	Late Spring	242	258	302
Swamp white oak	Quercus bicolor	Late Spring	242	258	302
Hills oak	Quercus ellipsoidalis	Late Spring	242	258	302
Shingle oak	Quercus imbricaria	Late Spring	242	258	302
Bur oak	Quercus macrocarpa	Late Spring	242	258	302
Chinkapin oak	Quercus muehlenbergii	Late Spring	242	258	302
Pin Oak	Quercus palustris	Late Spring	198	208	238
Red oak	Quercus rubra	Late Spring	242	258	302
Niobe Weeping Willow	Salix alba 'Tristis'	Late Spring	172	181	221
Peking lilac	Syringa pekinensis China Snow™	Spring/Fall	186	209	233
Japanese tree lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	186	209	233
Baldcypress	Taxodium distichum	Late Spring/Fall	164	179	216
American linden	Tilia americana 'Redmond'	Spring/Fall	185	197	219
	Tilia americana 'Continental Appeal'	Spring/Fall	185	197	219
Littleleaf linden	Tilia x flavescens 'Glenleven'	Spring/Fall	185	197	219
	Tilia cordata Greenspire	Spring/Fall	185	197	219
	Tilia cordata 'Bailey', Shamrock Linden	Spring/Fall	185	197	219
Silver linden	Tilia tomentosa Sterling	Spring/Fall	185	197	219
Accolade Elm	Ulmus 'Morton'	Spring/Fall	194	205	228
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	194	205	228
Danada Charm	Ulmus 'Morton Red Tip'	Spring/Fall	194	205	228

Delivery charges

\$120.00/hour roundtrip

Hinsdale Nurseries

COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall2013/Spring2014		
			2"	2.5"	3"
Miyabe Maple	Acer miyabei State Street	Spring/Fall	208	241	275
Black maple	Acer nigrum 'Greencolumn'	Spring/Fall	240	251	285
Norway maple	Acer platanoides 'Columnare'	Spring/Fall	203	214	243
	Acer platanoides 'Crimson King'	Spring/Fall	229	256	305
	Acer platanoides 'Deborah'	Spring/Fall	215	226	264
	Acer platanoides Emerald Lustre	Spring/Fall	203	214	243
	Acer platanoides ParkwayTM	Spring/Fall	203	214	243
	Acer rubrum 'Autumn Flame'	Spring	209	220	249
Red maple	Acer rubrum Red SunsetTM	Spring	209	220	249
	Acer saccharum Green Mountain	Spring/Fall	246	257	291
Sugar maple	Acer saccharum 'Morton'	Spring/Fall	246	257	291
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	246	257	291
Pacific Sunset Maple	Acer truncatum X platanoides 'Warrenred'	Spring/Fall	203	214	243
Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	203	214	243
Autumn Blaze Maple	Acer x freemanii 'Jeffersred'		185	215	235
Marmo Maple	Acer x freemanii MarmoTM	Spring/Fall	185	215	235
Ohio buckeye	Aesculus glabra	Spring/Fall	218	250	
	Aesculus x camea 'Fl Mc Nair'	Spring/Fall	218	250	271
Serviceberry	Amelanchier laevis 'Prince Charles'	Spring/Fall	199	224	259
	Amelanchier X grandiflora 'Princess Diana'	Spring/Fall	199	224	259
River Birch	Betula nigra	Spring	175	190	205
European hornbeam	Carpinus betulus	Late Spring	219	258	286
	Carpinus betulus 'Fastigiata'	Late Spring	219	258	286
American hornbeam	Carpinus caroliniana	Late Spring	219	258	286
Northern catalpa	Catalpa speciosa	Late Spring	197	208	236
Common hackberry	Celtis occidentalis	Spring/Fall	197	208	236
Turkish filbert	Corylus colurna	Spring/Fall	202	227	262
Cockspur hawthorn	Crataegus crus-galli var. inermis	Spring/Fall	148	181	204
Green hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	148	181	204
European beech	Fagus sylvatica 'Riversii'	Late Spring	334	346	384
Ginkgo	Ginkgo biloba	Spring/Fall	279	337	404
	Ginkgo biloba 'Magyar'	Spring/Fall	279	337	404
	Ginkgo biloba Princeton Sentry	Spring/Fall	281	337	384
Shademaster locust	Gleditsia triacanthos Shademaster	Spring/Fall	210	221	248
	Gleditsia triacanthos Skyline TM	Spring/Fall	210	221	248
Kentucky coffeetree	Gymnocladus dioica	Spring/Fall	241	253	303
Adams Crab	Malus 'Adams'	Spring/Fall	110	127	144
Beverly Crab	Malus 'Beverly'	Spring/Fall	110	127	144
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	110	127	144
Japanese Flowering Crab	Malus floribunda	Spring	110	127	144
	Malus 'Golden Rain Drops'	Spring/Fall	110	127	144
	Malus 'Louisa'	Spring/Fall	110	127	144
Louisa Crab	Malus 'Louisa'	Spring/Fall	110	127	144
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	110	127	144
Red Jewel	Malus 'Jewelcole'	Spring/Fall	110	127	144
Snowdrift Crab	Malus 'Snowdrift'	Spring/Fall	110	127	144
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	110	127	144
Midget Crab	Malus X micromalus 'Midget'	Spring/Fall	127	140	153
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	110	127	144
Ironwood (hophornbeam)	Ostrya virginiana	Spring	213	226	264

WILSON NURSERIES PRICES FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	PLANTING SEASON	CULTIVARS	FALL '09		FALL '10		FALL '11		FALL '12		FALL '13	
			SPRING '10	SPRING '10	SPRING '11	SPRING '11	SPRING '12	SPRING '12	SPRING '13	SPRING '13	SPRING '14	SPRING '14
Hedge Maple	spring, sept. 15-Oct	Acer campestre	2.0" 2.9" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"
Freemanii Maple	spring-fall caution	Acer x freemanii 'Autumn Blaze'	172 187 201	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195
	spring-fall caution	Acer x freemanii 'Autumn Fantasy'	172 187 201	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195
	spring-fall caution	Acer x freemanii 'Brandywine'	172 187 201	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195
	spring-fall caution	Acer x freemanii 'Marmo'	172 187 201	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195	165 180 195
Miyabeii Maple	spring or fall	Acer miyabeii 'Slate Street'	182 205	182 205 225	175 195 210	175 195 210	175 195 210	175 195 210	175 195 210	175 195 210	175 195 210	175 195 210
Norway Maple	spring or fall	Acer platanoides 'Crimson King'	182 205 236	190 215 249	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
	spring or fall	Acer platanoides 'Deborah'	162 177 201	159 174 199	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
	spring or fall	Acer platanoides 'Emerald Lustre'	162 177 201	159 174 199	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
	spring or fall	Acer platanoides 'Emerald Queen'	162 177 201	159 174 199	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
	spring or fall	Acer platanoides 'Parkway'	162 177 201	159 174 199	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
	spring or fall	Acer platanoides 'Royal Red'	188 205 236	180 215 249	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
	spring or fall	Acer platanoides 'Superform'	162 177 201	159 174 199	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
Red Maple	spring-fall caution	Acer rubrum 'Autumn Flame'	182 205	180 215 249								
	spring-fall caution	Acer rubrum 'Bowhall'	182 205	180 215 249								
	spring-fall caution	Acer rubrum 'Morgan'	182 205	180 215 249								
	spring-fall caution	Acer rubrum 'October Glory'	191 213 244	185 207 237	185 210 235	185 210 235	185 210 235	185 210 235	185 210 235	185 210 235	185 210 235	185 210 235
	spring-fall caution	Acer rubrum 'Red Sunset'	182 205 236		190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
Sugar Maple	spring or fall	Acer rubrum 'Sumerset'	182 205		192 216 246	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
	spring or fall	Acer saccharum 'Bonfire'	182 205 236	182 215 246	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
	spring or fall	Acer saccharum 'Green Mountain'	172 187 201	182 205 236	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225
Norwegian Sunset	spring or fall	Acer truncatum 'Norwegian Sunset'	172 187 201	182 205 236								
Pacific Sunset	spring or fall	Acer truncatum 'Pacific Sunset'	172 187 201	182 205 236	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225	180 200 225
Ohio Buckeye	spring-fall-October	Aesculus glabra										
Horseshoe Nut	spring or fall	Aesculus hippocastanum 'Baumann'			190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
Red Horsechestnut	spring or fall	Aesculus x carnea 'Briotelli'	184 205		190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
Amelanchier	april-may, fall caution	Amelanchier laevis 'Alleghany'	191 213 245	181 203 235	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
	april-may, fall caution	Amelanchier x grand 'Autumn Brilliance'	160 175	170 185 195								
River Birch	late spring only	Betula nigra 'Heritage'										
European hornbe	april-may only	Carpinus betulus 'fastigiata'	174 188 213	179 193 218	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
American hornbe	april-may only	Carpinus caroliniana 'Blue Beech'	184 205	188 210 225	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255	190 225 255
Common Hackberry	spring or fall	Celtis occidentalis	172 187 201	165 180 195	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215	170 190 215
Eastern Red Bud	late spring only	Cercis canadensis										
White Bud	late spring only	Cercis canadensis alba										
Katsura	spring only	Cercidiphyllum japonicum	172 187 201	172 187 201	185 205 236	185 205 236	185 205 236	185 205 236	185 205 236	185 205 236	185 205 236	185 205 236
Cockspur Hawthorn	april-sept.-oct.	Crataegus crus-galli var. inermis										

WILSON NURSERIES PRICES FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	PLANTING SEASON	CULTIVARS	FALL '09-		FALL '10-		FALL '11-		FALL '12-		FALL '13-	
			SPRING '10	2.0" 2.5" 3.0"	SPRING '11	2.0" 2.5" 3.0"	SPRING '12	2.0" 2.5" 3.0"	SPRING '13	2.0" 2.5" 3.0"	SPRING '14	2.0" 2.5" 3.0"
Washington haw	late spring only	Crataegus phaenopyrum										
Winter king haw	late spring only	Crataegus viridis 'Winter King'										
European beech		Fagus sylvatica	191	213		195	218	235	265	300	240	270
		Fagus sylvatica 'Dawyski'									240	270
European beech	late spring only	Fagus sylvatica 'Riversal'	191	213	244	196	218	235	265	300	240	270
		Fagus sylvatica 'Rosea-marginata'									240	270
White Ash	spring or fall	Fraxinus americana 'Autumn Applause'										
	spring or fall	Fraxinus americana 'Autumn Purple'	182	205	236	145	170	190	175	180	225	
	spring or fall	Fraxinus americana 'Chicago Regal'	182	205	236							
	spring or fall	Fraxinus americana 'Rosehill'	182	205	236	145	170	190				
	spring or fall	Fraxinus americana 'Windy City'										
Black Ash	spring or fall	Fraxinus nigra 'Fall Gold'										
Green Ash	spring or fall	Fraxinus pennsylvanica 'Marshall Seedless'	147	172	190	125	139	159				
	spring or fall	Fraxinus pennsylvanica 'Palmore'	147	172	190	125	139	159				
	spring or fall	Fraxinus pennsylvanica 'Summit'	147	172	190	126	139	159	175	180	226	
	spring or fall	Fraxinus pennsylvanica 'Cimmaron'										
Ginkgo	spring or fall	Ginkgo biloba 'Magyar'	193	228	249	203	238	259	235	265	300	225
	spring or fall	Ginkgo biloba 'Princeton Sentry'	193	228	249	203	238	259	235	265	300	225
Honeylocust	spring or fall	Gleditsia triacanthos 'Skyline'	147	172	190	165	185	203	185	185	226	185
Kentucky Coffee	spring or fall	Gymnocladus dioica							185	205	240	185
Witchhazel	spring or fall	Hamamelis intermedia 'Arnold Promise'										
Hydrangea	spring or fall	Hydrangea paniculata 'Pee Gee'				135	150					
Magnolia	late spring only	Magnolia rustica rubra				175	188					
Crabapple select	spring or fall	Malus 'Adams'										
	spring or fall	Malus 'Beverly'							150	175	200	
	spring or fall	Malus 'Brandywine'										
	spring or fall	Malus 'Candy Mint'										
	spring or fall	Malus 'Cardinal'										
	spring or fall	Malus 'Golden Rain Drops'	131	157	172	105	120	135			150	175
	spring or fall	Malus 'Indian Magic'										
	spring or fall	Malus 'Jewelberry'										
Crabapple select	spring or fall	Malus Lenzam 'Lancelot'										
	spring or fall	Malus 'Pink Spire'										
	spring or fall	Malus 'Prairie Fire'				105	120	135	155	185	210	
	spring or fall	Malus 'Profusion'										
	spring or fall	Malus 'Red Jewel'	131	157	172	120	135	150	150	175	200	150
	spring or fall	Malus 'Robinson'										
	spring or fall	Malus 'Royal Rain Drops'	136	162		120	135	150				

WILSON NURSERIES PRICES FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	PLANTING SEASON	CULTIVARS	FALL '09-		FALL '10-		FALL '11-		FALL '12-		FALL '13-	
			SPRING '10	2.0" 2.5" 3.0"	SPRING '10	2.0" 2.5" 3.0"	SPRING '11	2.0" 2.5" 3.0"	SPRING '12	2.0" 2.5" 3.0"	SPRING '13	2.0" 2.5" 3.0"
	spring or fall	Malus 'Dwf. Royalty'										
	spring or fall	Malus 'Snowdrift'										
	spring or fall	Malus 'Spring Snow'										
	spring or fall	Malus 'Sugar Tyme'										
Dawn redwood	late spring only	Metasequoia glyptostroboides										
Black tupelo	late spring only	Nyssa sylvatica	173	188	178	194	190	225	245	200	240	
Ironwood (hoplar)	late spring only	Ostrya virginiana					190	235	245			
Pear cultivars	late spring only	Pyrus calleryana 'Aristocrat'										
	late spring only	Pyrus calleryana 'Autumn Blaze'	160	178	160	178	169	170	185	210	175	185
	late spring only	Pyrus calleryana 'Chanticleer'	160	178	160	178	189	170	188	210	175	185
	late spring only	Pyrus calleryana 'Redspire'	160	178	160	178	189	170	185	210	175	185
Swamp white oak	late spring only	Quercus bicolor					185	215	230	200	225	250
Bur oak	late spring only	Quercus macrocarpa	177	194	218	177	197	215	230	200	225	250
English oak	late spring only	Quercus robur	167	187	205	177	197	215		200	225	250
Red oak	late spring only	Quercus robur 'Skyrocket'										
	late spring only	Quercus rubra	167	187	205	177	197	215	185	215	230	200
Peking lilac	late spring only	Syringa pekinensis 'China Snow'										
	late spring only	Syringa pekinensis 'Summer Charm'										
Japanese tree lilac	spring-sept.oct.	Syringa reticulata 'Ivory Silk'	184	199	212	175	189	202	185	215	230	190
American linden	spring or fall	Tilia americana 'Redmond'	167	181	218	175	190	225	180	200	225	180
Littleleaf linden	spring or fall	Tilia cordata 'Glenleven'	167	181	218	175	190	225	180	200	225	180
	spring or fall	Tilia cordata 'Greenspire'	170	184	221	175	190	225	180	200	225	180
	spring	Tilia cordata 'Shamrock'	173	183	221	175	190	225	180	200	225	180
Silver linden	spring	Tilia tomentosa 'Sterling'	170	184	221	175	190	225				
Hybrid Elm	spg.-after mid.oct.	Ulmus 'Frontier'	153	170	190	160	185	205	180	205	235	175
	spg.-after mid.oct.	Ulmus 'Homestead'	153	170	190	160	185	205	175	195	225	175
Accolade Elm	spg.-after mid.oct.	Ulmus Japxwillsoniana 'Morton'	153	170	190	160	185	205	175	195	225	175
Additional species:												
Triumph Elm										175	190	220
Commandation Elm										175	190	220

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

E

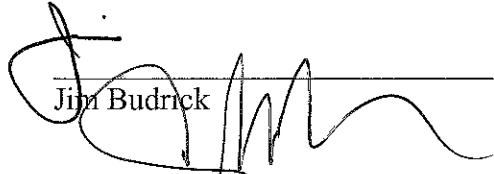
Item Title: Resolution Authorization Execution of a Contract with A.C. Pavement Striping Company for Project 11-6 , Microsurfacing and Crackfilling of Various Streets in an Amount Not to Exceed \$300,000

Resolution or Ordinance No. _____

Date of Board Action May 16, 2011

Staff Review:

Village Engineer



Jim Budrick

Chief Financial Officer

Craig Lesner

Village Managers Office



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

Bids were opened on Thursday, May 5, 2011 for the above referenced project. Three contractors were sent proposal documents. None of which are MBE/WBE contractors Three bids were received and the low bid was submitted by A.C. Pavement Striping Company of Elgin, Illinois in the amount of \$369,424.68

The Village has used microsurfacing as part of the pavement maintenance program for over 25 years. Microsurfacing is a surface treatment that extends the service life of pavements from 5 to 7 years. Approximately 3 miles of streets are planned to be micropaved under this contract. Additionally, crackfilling will be done on a number of streets, including some stretches along streets that have been resurfaced between 3 and 5 years ago.

This year, the Village has combined efforts with the Village of River Forest and included quantities for their microsurfacing program into our bid documents. The goal was to obtain better pricing from having higher quantities.

Also, in the past years we have been faced with only one bidder on these contracts. The primary reason for this was the lack of qualified contractors performing work in this market area. Engineering staff located all companies pre-qualified in the State of Illinois to do this work. Each company was sent a set of bid documents. This year we were fortunate to obtain bids from three contractors.

Advertisements for the project were also placed in the Wednesday Journal, McGraw Hill – Dodge, Bid Tool, Reed Construction Data, Black Contractors United, Federation of Women Contractors, and Hispanic Contractors Industry. A copy of the bid tabulations along with the EEO Report for the lowest bidder is attached for the Board's information.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

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

A total of \$300,000 has been budgeted between this project. It is recommended to award a contract to A.C. Pavement Striping of Elgin, Illinois **in an amount not to exceed \$300,000**. Staff will work with the contractor to assure the scope of work to fit within the budgeted amount. Approximately 10% will need to be cut from the total contract to meet the budget. Attached is a map showing the streets initially identified for this years program.

River Forest will be awarding a separate contract with A.C. Pavement Striping for their portion of the work. This amounts to approximately \$33,000 of the \$369,425 total bid.

Item Budget Commentary:

Funds for this project have been budgeted in the Capital Improvement Program Budget. The following table shows the details of the budget for this project.

Fund	Account	Budget Amount (Balance)	Amount used for Contract
CIP	3095-43780-802-570974	\$300,000	\$300,000

Proposed Action:

Approve the resolution.

Note: Full bid documents are available in the Village Clerk's office.

VII (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT

Vendor Name AC PAVEMENT STRIPING CO.

Vendor Name Total Employees	Total Employees	Males			Females			Total Minorities
		Total Males	Total Females	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	3	3						
Professionals								
Technicians								
Sales Workers	4	2	2					
Office & Clerical	52	48	4					38
Semi-Skilled Technicians								
Laborers								
Service Workers	59	53	6					38
TOTAL								
Management Trainees								
Apprentices								

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

An EEO-1 Report may be submitted in lieu of this report.

William Binatti, being first duly sworn, deposes and says that he/she is the Corporate Secretary (Title or Officer) of AC Pavement Striping Co. and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 26th day of April, 2011.
William Binatti
 (Signature)
4-26-11
 (Date)

RETURN THIS PAGE WITH BID

RESOLUTION

**AUTHORIZING EXECUTION OF A CONTRACT WITH
A. C. PAVEMENT STRIPING COMPANY
FOR PROJECT 11-6 MICROSURFACING AND
CRACKFILLING OF VARIOUS STREETS**

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 a contract with A. C. Pavement Striping Company of Elgin, Illinois for Project 11-6, Microsurfacing of Various Streets, in the amount not to exceed \$ 300,000 Said 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 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract Bond

A. C. Pavement Striping Company, 695 Church Road, Elgin, IL 60123, as PRINCIPAL, and

NAME AND ADDRESS OF SURETY as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **Three Hundred Thousand Dollars and 00/100 Cents (\$300,000.00)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction 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 such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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.

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 it 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 save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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 WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have caused this instrument to be signed by their respective officers this _____ day of _____, 2011.

A.C. Pavement Striping Company

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

REVIEWED AND APPROVED
AS TO FORM

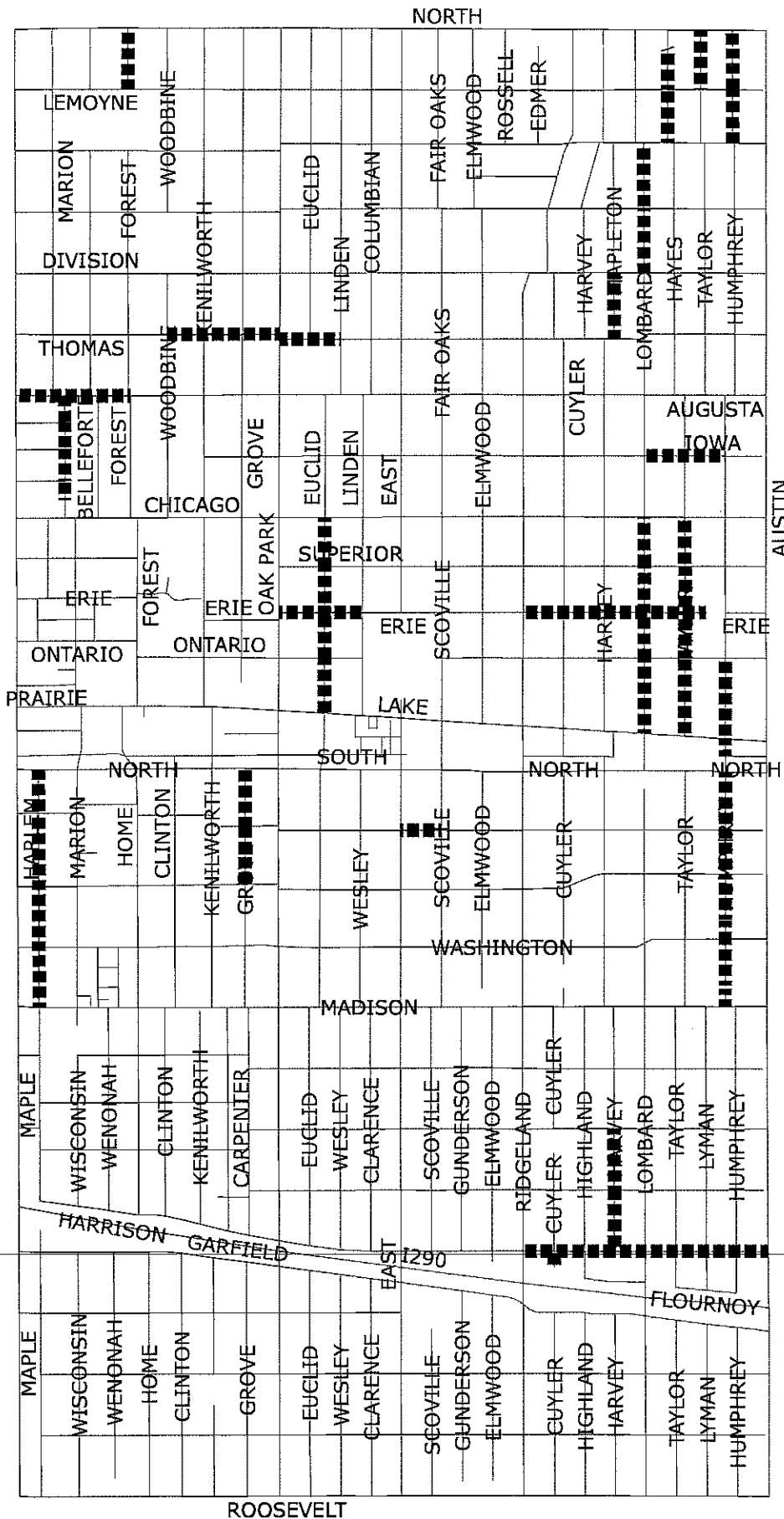
MAY 12 2011
[Signature]
LAW DEPARTMENT

VILLAGE OF OAK PARK CAPITAL IMPROVEMENT PROJECTS

2011

>>>> MICROPAVING <<<<

E



■ ■ ■ | Micropaving '11



Contract

1. THIS AGREEMENT is made and concluded on May 16th, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and A. C Pavement Striping Company, 695 Church Road, Elgin, IL 60123, 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 Bidders, Special Provisions and Plans for 11-6, Microsurfacing and Crackfilling of Various Streets as modified
 - b. Contractor's Proposal dated May 5, 2011 ; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.
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 Engineer under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

A. C. Pavement Striping Company,

MAY 12 2011

 LAW DEPARTMENT

By: _____
 Signature

 Printed Name

Its: _____
 Title



BIDDERS NEED ONLY RETURN THOSE PAGES IDENTIFIED AS
" MUST RETURN THIS PAGE WITH BID "

Project Name: Microsurfacing and Crackfill of Various Streets

Project Number: 11-6

Location: VILLAGE OF OAK PARK & VILLAGE OF RIVER FOREST
Various Locations throughout the Village of Oak Park and the Village of River Forest, Illinois

Submitted to the President and Board of Trustees

By: AC PAVEMENT STRIPING CO.
Contractor's Name
695 Church Road
Address
Elgin, IL. 60123
City, State, Zip

Return This Page with Bid



Notice To Bidders

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Village of Oak Park, Public Works Center, 201 South Blvd, Oak Park, Illinois 60302, Monday through Friday, 9:00 A.M. TO 4:00 P.M. until 11:00 A.M. on Thursday, May 5th, 2011 at which time the proposals will be publicly opened and read.

Description of Work

Name: Microsurfacing of Various Streets

Location: Various locations throughout the Village of Oak Park and the Village of River Forest (see detailed maps and lists for exact locations).

Description: This work consists of cleaning and sealing of any cracks, voids or joints less than 2" in width with asphalt cement reinforced by polypropylene fibers; microsurface application; and thermoplastic pavement marking application on various streets throughout the Village of Oak Park and the Village of River Forest.

Bidders Instructions

Plans and proposal forms will be available in the Office of the Village Engineer, Village of Oak Park, Public Works Center, 201 South Blvd, Oak Park, Illinois 60302. There is no fee for plans and specifications. No plans will be issued to prospective bidders after 5 P.M. on the working day preceding the opening of bids.

1. At the bid opening, all proposals must be accompanied by a proposal guaranty, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 10% of the amount bid.

RETURN THIS PAGE WITH BID

2. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
3. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Schedule of Prices Proposal Form (II)
 - e. Proposal Bid Bond (III)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement (See Attached Vendor Handbook)
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M/WBE Participation
 - k. Affidavit of Availability
 - l. Federal Required Documents

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

Jim Budrick, Village Engineer

Village of Oak Park

RETURN THIS PAGE WITH BID



Proposal (I)

1. Proposal for: Project 11-6 Microsurfacing and Crackfill of Various Streets.
2. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, Public Works Center, 201 South Blvd., Oak Park, Illinois on Tuesday, April 20, 2011
3. The specifications referred to herein are those prepared by the IL Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, adopted and in effect on the date of invitation of bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to start work after July 5, 2011 unless the Patching Program necessary for Micro-surfacing will be completed earlier. The undersigned agrees to complete this work by September 15, 2010 .
6. Accompanying this proposal is either a bid bond on Village Bond form, or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is Bid Bond (\$ 107,000).
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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13. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act requires maintaining and submitting Certified Payroll records monthly for all entities working on this project.

14. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

The proposal guaranty check will be found in the proposal for: Project 11-6

15. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES (II)

For complete information covering these items, see plans and specifications.

Fill in all unit prices and totals shown on the following pages.

PAY ITEM	UNIT	OAK PARK	RIVER FOREST	TOTAL QUANTITY	UNIT PRICE	TOTAL
CRACK CLEAN AND FILL	POUND	40,730	10,000	50,730	1.43	72,543.90
MICROSURFACING	SQ YD	104,667	7,535	112,202	2.39	268,162.78
THERMOPLASTIC PAVEMENT MARKINGS, 4"	LIN FT	4,200	0	4,200	0.65	2,730.00
THERMOPLASTIC PAVEMENT MARKINGS, 6"	LIN FT	2,600	0	2,600	1.05	2,730.00
THERMOPLASTIC PAVEMENT MARKINGS, 12"	LIN FT	3,700	0	3,700	2.11	7,807.00
THERMOPLASTIC PAVEMENT MARKINGS, 24"	LIN FT	1,400	0	1,400	2.85	3,990.00
THERMOPLASTIC PAVEMENT MARKINGS, 12" - REMOVAL	LIN FT	300	0	300	1.35	405.00
THERMOPLASTIC PAVEMENT MARKINGS, 24" - REMOVAL	LIN FT	100	0	100	1.35	135.00
BITUMINOUS MATERIAL PRIME COAT	GAL	4,210	390	4,600	2.26	10,396.00
FINE AGGREGATE (FA-6)	TON	25	0	25	21.00	525.00
					TOTAL:	\$ 369,424.68

RETURN THIS PAGE WITH BID

II

SCHEDULE OF PRICES PROPOSAL FORM

The undersigned proposes to furnish all materials, labor and equipment necessary to perform the work as specified on the plan sheets referenced herein:

Proposal Signature: _____
William Brinati

WILLIAM BRINATI
CORPORATE SECRETARY

State of Illinois)

County of Kane)

William Brinati
(Type Name of Signee)

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

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

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

RETURN THIS PAGE WITH BID

Bid Due: 5-5-11



III

Proposal Bid Bond

WE A. C. Pavement Striping Co.
as PRINCIPAL, and Western Surety Company as

SURETY,
are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 10% of the total bid price, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

Microsurfacing of Various Streets

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidences of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expenses of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of April A.D. 2011

PRINCIPAL
A. C. Pavement Striping Co.
(Company Name) (Company Name)

By: William Brinati By: William Brinati
(Signature & Title) (Signature & Title)
William Brinati, Corporate Secretary

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

SURETY
Western Surety Company
(Name of Surety) (Signature of Attorney-in-Fact) K. R. Leander

STATE OF ILLINOIS
COUNTY OF DuPage

I, Frances B. Strebendt a Notary Public in and for said county, do hereby certify that William Brinati and K. R. Leander

(insert names of individuals signing on behalf of PRINCIPAL & SURETY.)

who are each 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 and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 27th day of April A.D. 2011

NOTICE

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
- 2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires 9-01-14

Frances B. Strebendt
Notary Public



RETURN THIS PAGE WITH BID

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

S G Leander, K R Leander, Frances B Strebendt, Individually

of Wheaton, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2010.

WESTERN SURETY COMPANY

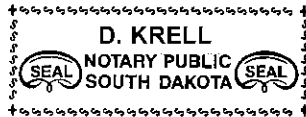


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of October, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Organization Name

(Seal - If Corporation)

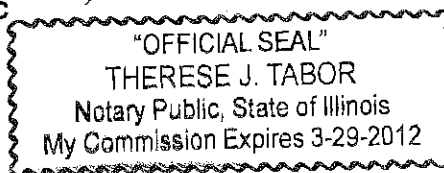
By: William Brinati Authorized Signature **WILLIAM BRINATI**
CORPORATE SECRETARY
A. C. PAVEMENT STRIPING CO.
695 CHURCH ROAD
ELGIN, IL 60120 Address
847-214-9500
 Telephone

Subscribed and sworn to before me their 26th day of April, 2011.

Therese J. Tabor
 Notary Public

In the State of Illinois.

My Commission Expires: 3-29-12.



(Complete Applicable Paragraph Below)

(a) Corporation

The Vendor is a corporation, which operates under the legal name of A.C. PAVEMENT STRIPING CO. and is organized and existing under the laws of the State of Illinois.

The full names of its Officers are:

President Scott E. Kline

Secretary William Brinati

Treasurer ~

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

RETURN THIS PAGE WITH BID

(b) Partnership
Name, Signature and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor
The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____
Sole Proprietor

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Own and / and Officers.

Name	Title	SS#	Drivers License	State
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RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

AC PAVEMENT STRIPING CO.

(name of contractor)

, as part of its proposal on a contract for

Microsurfacing + Crackfill of Various Streets to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".

By: *William Brinati*
(Authorized Agent of Contractor)

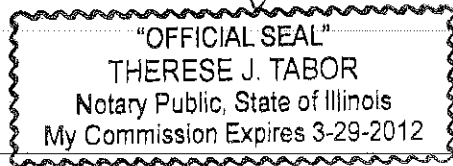
WILLIAM BRINATI
CORPORATE SECRETARY

Subscribed and sworn to

before me their 26th day of

April, 2011.

Therese J. Tabor
Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

AC PAVEMENT STRIPING CO.

(name of contractor)

, as part of its proposal on a contract for

Microsurfacing & Crackfill of Various Streets

(general description of item(s) proposal on)

to the Village of Oak Park, hereby

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: *William Brinati*
(Authorized Agent of Contractor)

WILLIAM BRINATI
CORPORATE SECRETARY

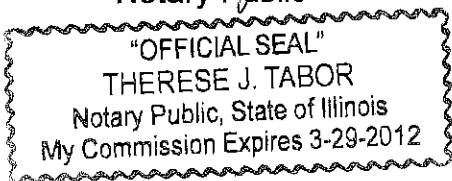
Subscribed and sworn to

before me their 26th day of

April, 2011.

Therese J. Tabor

Notary Public



RETURN THIS PAGE WITH BID

TAX COMPLIANCE AFFIDAVIT

William Brinati, being first duly sworn, deposes and says: that he/she is Corporate Secretary of AC Pavement Striping Co. (partner, officer, owner, etc.) (contractor)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

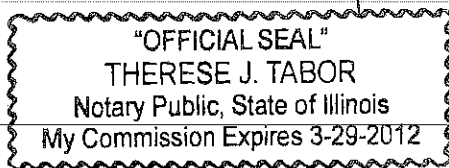
William Brinati

(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to their 26th day of April, 2011.

Therese J. Tabor
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements:

The following forms must be completed in their entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

William Brinati, being first duly sworn, deposes and says that
(name of person making the Affidavit)

Corporate Secretary of AC Pavement Striping Co. and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that AC Pavement
(Name of

Striping Co. is an "Equal Opportunity Employer" as defined by Section 2000
(company)

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

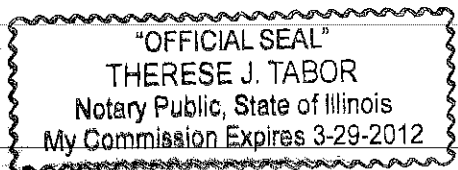
William Brinati

WILLIAM BRINATI
CORPORATE SECRETARY

Subscribed and sworn to before
me their 26th day of

April, 2011.

Therese J. Tabor
Notary Public



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK
E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing their form, contact Jim Budrick (708) 358-5722.

1. Vendor Name: AC PAVEMENT STRIPING CO.
2. Check here if your firm is:
- MBE
- WBE
- DBE
- Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?
- 59 Number of full-time employees
- Number of part-time employees

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

RETURN THIS PAGE WITH BID

VII (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT

Vendor Name AC PAVEMENT STRIPING CO.

Total Employees

Job Categories	Total Employees	Males				Females				Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	3									
Professionals										
Technicians										
Sales Workers										
Office & Clerical	4									
Semi-Skilled ^{SW} Technicians	52		38			1				38
Laborers										
Service Workers										
TOTAL	59		38			1				38
Management Trainees										
Apprentices										

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

An EEO-1 Report may be submitted in lieu of this report.

William Brindati, being first duly sworn, deposes and says that he/she is the Corporate Secretary (Title or Officer) of AC Pavement Striping Co. and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed, and sworn to before me this 26th day of April, 2011.
Cheri Quetz (Signature) 4-26-11 (Date)

RETURN THIS PAGE WITH BID



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/5/2011

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number	Various #46126	Various #46145	Various #46143	Various #46119	Various #46161	
Contract With	IDOT	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	12-31-11	11-30-11	11-30-11	6-30-11	12-31-12	
Total Contract Price	427,250.00	527,005.00	621,050.00	64,131.00	364,899.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	427,250.00	527,005.00	621,050.00	64,131.00	364,899.00	2,004,335.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						2,004,335.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Grooving						0.00
Raised Reflectors						0.00
Slurry Application						0.00
Painting						0.00
Misc. TC & Mob.	3,999.00			25,095.00	57,999.00	87,093.00
Misc. Pvt. Mrk.	111,000.00	98,980.00	4,320.00			214,300.00
Pavement Markings (Paint)			616,730.00			616,730.00
Other Construction (List)						0.00
Pavement Markings (Thermo)	260,225.00	191,945.00		28,814.00	43,900.00	524,884.00
Pavement Mkgs (Epoxy & Urethane)	52,026.00			10,222.00	263,000.00	325,248.00
Pavement Markings (Polyurea)		236,080.00				236,080.00
Totals	427,250.00	527,005.00	621,050.00	64,131.00	364,899.00	2,004,335.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/5/2011
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	Madison #46118	Whiteside #46150	Various #46146	DuPage #63377		
Contract With	IDOT	IDOT	IDOT	K-Five		
Estimated Completion Date	6-30-11	12-31-11	12-31-11	10-31-11		
Total Contract Price	268,175.00	316,152.00	574,408.00	17,461.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	268,175.00	316,152.00	574,408.00			3,163,070.00
Uncompleted Dollar Value if Firm is the Subcontractor				17,461.00		17,461.00
Total Value of All Work						3,180,531.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Grooving						0.00
Raised Reflectors						0.00
Slurry Application						0.00
Painting						0.00
Misc. TC & Mob.	18,750.00	2,500.00	5,000.00			113,343.00
Misc. Pvt. Mrk.	249,425.00		86,400.00			550,125.00
Pavement Markings (Paint)						616,730.00
Other Construction (List)						0.00
Pavement Markings (Thermo)			167,543.00			692,427.00
Pavement Mkgs (Epoxy & Urethane)		313,652.00		17,461.00		656,361.00
Pavement Markings (Polyurea)			315,465.00			551,545.00
Totals	268,175.00	316,152.00	574,408.00	17,461.00	0.00	3,180,531.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62784

Affidavit of Availability
For the Letting of 5/5/2011
(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	5	
Contract Number	DeKalb/Lee	Lee #64E97	Grundy/LaSalle #66A08	McHenry #63398	Cook Sec. #11-8STIC-32-GM	
Contract With	Wm Charles	Wm Charles	D Const	Curran Contr.	Cook County Hwy Dept.	
Estimated Completion Date	6-30-11	11-1-11	95 WD	11-30-12	10-31-11	
Total Contract Price	2,356,993.00	644,289.00	369,059.00	520,768.00	886,139.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					886,139.00	4,049,209.00
Uncompleted Dollar Value if Firm is the Subcontractor	604,000.00	527,477.00	369,059.00	520,768.00		2,038,765.00
Total Value of All Work						6,087,974.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	604,000.00					604,000.00
Concrete Construction						0.00
Grooving						0.00
Raised Reflectors			53,692.00		13,800.00	67,492.00
Slurry Application						0.00
Painting						0.00
Misc. TC & Mob.					25,714.00	139,057.00
Misc. Pvt. Mrk.				351,748.00	450.00	902,323.00
Pavement Markings (Paint)					648,900.00	1,265,630.00
Other Construction (List)						0.00
Pavement Markings (Thermo)			315,367.00	169,020.00	24,775.00	1,201,589.00
Pavement Mkgs (Epoxy & Urethane)						656,361.00
Pavement Markings (Polyurea)		527,477.00				1,079,022.00
Totals	604,000.00	527,477.00	369,059.00	520,768.00	713,639.00	5,915,474.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					Marking Specialists
Type of Work					Rasi Refl
Subcontract Price					172,500.00
Amount Uncompleted					172,500.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	172,500.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
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Springfield, Illinois 62764

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	Winnebago #64B79	Kane #62914	Kane	Winnebago		
Contract With	Sjostrom & Sons	Alliance Contractors	City of Aurora	Sjostrom & Sons Inc.		
Estimated Completion Date	10-31-11	8-11-11	6-15-11	10-31-11		
Total Contract Price	33,656.00	11,874.00	3,616.00	33,656.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,049,209.00
Uncompleted Dollar Value if Firm is the Subcontractor	33,656.00	11,874.00	3,616.00	33,656.00		2,121,567.00
Total Value of All Work						6,170,776.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						604,000.00
Concrete Construction						0.00
Grooving						0.00
Raised Reflectors	12,100.00	6,059.00		12,100.00		97,751.00
Slurry Application						0.00
Painting						0.00
Misc. TC & Mob.						139,057.00
Misc. Pvt. Mrk.			268.00			902,591.00
Pavement Markings (Paint)						1,265,630.00
Other Construction (List)						0.00
Pavement Markings (Thermo)		5,815.00				1,207,404.00
Pavement Mkgs (Epoxy & Urethane)						656,361.00
Pavement Markings (Polyurea)	21,556.00		3,248.00	21,556.00		1,125,382.00
Totals	33,656.00	11,874.00	3,516.00	33,656.00	0.00	5,998,176.00

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Illinois Department of Transportation

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Part I. Work Under Contract

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	1	2	3	4	5	
Contract Number	Schuyler #72D63	Bureau Sec. #11-13000-02-GM	Bureau Sec. #11-23000-02-GM	Kane-McHny #RR-10-5617	Bureau #11-14000-02-GM	
Contract With	W.L. Miller Co.	Bureau County Hwy Dept.	Bureau County Hwy Dept.	Wm Charles Const.	Bureau County Hwy	
Estimated Completion Date	7-30-11	8-15-11	8-15-11	9-30-11	8-15-11	
Total Contract Price	206,191.00	7,958.00	12,437.00	569,725.00	77,633.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		7,958.00	12,437.00		77,633.00	4,147,237.00
Uncompleted Dollar Value if Firm is the Subcontractor	206,191.00			569,725.00		2,897,483.00
Total Value of All Work						7,044,720.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		7,958.00	12,437.00		77,633.00	702,028.00
Concrete Construction						0.00
Grooving						0.00
Raised Reflectors						97,751.00
Slurry Application	206,191.00			569,725.00		775,916.00
Painting						0.00
Misc. TC & Mob.						139,057.00
Misc. Pvt. Mrk.						902,591.00
Pavement Markings (Paint)						1,265,630.00
Other Construction (List)						0.00
Pavement Markings (Thermo)						1,207,404.00
Pavement Mkgs (Epoxy & Urethane)						656,361.00
Pavement Markings (Polyurea)						1,125,382.00
Totals	206,191.00	7,958.00	12,437.00	569,725.00	77,633.00	6,872,120.00

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	1	2	3	4	Awards Pending	
Contract Number	Cook #63527	Lee Sec. #11-00000-01-GM	Lee Various Rd Dist	Kane-McHny #RR-10-5617		
Contract With	R.W. Dunteman	Lee County	Lee County	Traffic Services		
Estimated Completion Date	12-30-11	9-1-11	9-1-11	9-30-11		
Total Contract Price	23,509.00	32,418.00	422,565.00	687,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		32,418.00	422,565.00			4,602,220.00
Uncompleted Dollar Value if Firm is the Subcontractor	23,509.00			687,000.00		3,607,992.00
Total Value of All Work						8,210,212.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		32,418.00	422,565.00			1,157,011.00
Concrete Construction						0.00
Grooving				178,252.00		178,252.00
Raised Reflectors	5,005.00			46,236.00		148,992.00
Slurry Application						775,916.00
Painting						0.00
Misc. TC & Mob.						139,057.00
Misc. Pvt. Mrk.	3,812.00					906,403.00
Pavement Markings (Paint)						1,265,630.00
Other Construction						0.00
Pavement Markings (Thermo)	5,890.00					1,213,294.00
Pavement Mkgs (Epoxy & Urethane)				462,512.00		1,118,873.00
Pavement Markings (Polyurea)	8,802.00					1,134,184.00
Totals	23,509.00	32,418.00	422,565.00	687,000.00	0.00	8,037,612.00

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	Various #46164	Various #46169	Dewitt-Piatt #70890	Vermillion #70891		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	12-31-11	8-15-12	15 WD	15 WD		
Total Contract Price	130,716.00	518,115.00	156,210.00	103,217.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	130,716.00	518,115.00	156,210.00	103,217.00		5,510,478.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,607,992.00
Total Value of All Work						9,118,470.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						1,157,011.00
Concrete Construction						0.00
Grooving						178,252.00
Raised Reflectors			16,500.00	20,575.00		186,067.00
Slurry Application			53,316.00	42,695.00		871,927.00
Painting						0.00
Misc. TC & Mob.	3,000.00	9,250.00	22,500.00	6,300.00		180,107.00
Misc. Pvt. Mrk.	11,443.00	169,975.00	18,838.00	6,687.00		1,113,346.00
Pavement Markings (Paint)				12,192.00		1,277,822.00
Other Construction						0.00
Pavement Markings (Thermo)	116,273.00	102,200.00				1,431,767.00
Pavement Mkgs (Epoxy & Urethane)		187,440.00	11,600.00	14,768.00		1,332,681.00
Pavement Markings (Polyurea)		49,250.00				1,183,434.00
Totals	130,716.00	518,115.00	122,754.00	103,217.00	0.00	8,912,414.00

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor			SKC Const.		
Type of Work			Crack Filling		
Subcontract Price			33,456.00		
Amount Uncompleted			33,456.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	33,456.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates
 Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

Notary Public _____

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
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	1	2	3	4	Awards Pend	
Contract Number	Hancock #11-00000-00-GM	Ogle #11-00000-00-GM	Grundy #11-00103-03-GM	Stephenson #11-XX000-01-GM		
Contract With	Hancock County	City of Rochelle	Grundy County	Stephenson Cty		
Estimated Completion Date	12-31-11	8-1-11	15 WD	8-19-11		
Total Contract Price	95,200.00	229,572.00	296,043.00	865,339.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	95,200.00	229,572.00	296,043.00	865,339.00		6,996,632.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,607,992.00
Total Value of All Work						10,604,624.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats		229,572.00	93,671.00	865,339.00		2,345,593.00
Concrete Construction						0.00
Grooving						178,252.00
Raised Reflectors						186,067.00
Slurry Application	95,200.00		171,268.00			1,138,395.00
Painting						0.00
Misc. TC & Mob.			2,200.00			182,307.00
Misc. Pvt. Mrk.			1,336.00			1,114,682.00
Pavement Markings (Paint)						1,277,822.00
Other Construction (Agg Wedg Shld)						0.00
Pavement Markings (Thermo)						1,431,767.00
Pavement Mkgs (Epoxy & Urethane)			27,568.00			1,360,249.00
Pavement Markings (Polyurea)						1,183,434.00
Totals	95,200.00	229,572.00	296,043.00	865,339.00	0.00	10,398,568.00

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	1	2	3	4	Awards Pending	
Contract Number	JoDavieess	Cook - Vlg of Schaumburg	Ogle	Kane Various Loc.		
Contract With	JoDavieess Cty	Plote Const.	Ogle County	Kane County		
Estimated Completion Date	8-31-11	11-11-11	8-1-11	8-31-11		
Total Contract Price	406,821.00	138,768.00	394,164.00	332,463.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	406,821.00		394,164.00	332,463.00		8,130,080.00
Uncompleted Dollar Value if Firm is the Subcontractor		138,768.00				3,746,760.00
Total Value of All Work						11,876,840.00

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					Accumulated Totals
Earthwork					0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces					0.00
Highway, R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats	406,821.00		394,164.00		3,146,578.00
Concrete Construction					0.00
Grooving					178,252.00
Raised Reflectors					186,067.00
Slurry Application		22,950.00		140,832.00	1,302,177.00
Painting					0.00
Misc. TC & Mob.				32,649.00	214,956.00
Misc. Pvt. Mrk.					1,114,682.00
Pavement Markings (Paint)		12,024.00			1,289,846.00
Other Construction (Agg Wedg Shld)					0.00
Pavement Markings (Thermo)					1,431,767.00
Pavement Mkgs (Epoxy & Urethane)					1,360,249.00
Pavement Markings (Polyurea)					1,183,434.00
Totals	406,821.00	34,974.00	394,164.00	173,481.00	0.00
					11,408,008.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		SKC Const.		Corrective Asph	
Type of Work		Crack Filling		Rej-Reclamite	
Subcontract Price		103,794.00		138,348.00	
Amount Uncompleted		103,974.00		138,348.00	
Subcontractor				SKC Const.	
Type of Work				Crack Seal	
Subcontract Price				20,543.00	
Amount Uncompleted				20,543.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	103,974.00	0.00	158,891.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates
 Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____
 Officer or Director _____ Title _____

Notary Public _____
 My commission expires: _____

Signed _____
 Company _____
 Address _____

(Notary Seal)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/5/2011
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	McDonough 11-00000-00-GM	McDonough #11-00000-01-GM	DuPage	DuPage		
Contract With	Vlg Blandinsville	City Bushnell	Lisle Twnshp	Lisle Twnshp		
Estimated Completion Date	8-10-11	8-12-11	6-30-11	6-30-11		
Total Contract Price	139,073.00	71,511.00	38,938.00	46,968.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	139,073.00	71,511.00	38,938.00	46,968.00		8,426,570.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,746,760.00
						12,173,330.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						3,146,578.00
Concrete Construction						0.00
Grooving						178,252.00
Raised Reflectors						186,067.00
Slurry Application	139,073.00	71,511.00		46,968.00		1,559,729.00
Painting						0.00
Misc. TC & Mob.						214,956.00
Misc. Pvt. Mrk.						1,114,682.00
Pavement Markings (Paint)						1,289,846.00
Other Construction (Agg Wedg Shld)						0.00
Pavement Markings (Thermo)			20,491.00			1,452,258.00
Pavement Mkgs (Epoxy & Urethane)			18,447.00			1,378,696.00
Pavement Markings (Polyurea)						1,183,434.00
Totals	139,073.00	71,511.00	38,938.00	46,968.00	0.00	11,704,498.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/5/2011

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	Awards Pend	Awards Pend	Awards Pend	Awards Pend	Awards Pending	
Contract Number	Various #78227	Various #68A23	Lee #64G96	Winnebago-Boone #64G35	Various #46173	
Contract With	IDOT	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	20 WD	15 WD	15WD	15 WD	12-31-12	
Total Contract Price	157,127.00	724,585.00	331,528.00	134,682.00	450,707.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	157,127.00	724,585.00	331,528.00	134,682.00	450,707.00	10,225,199.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,746,760.00
Total Value of All Work						13,971,959.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						3,146,578.00
Concrete Construction						0.00
Grooving					127,577.00	305,829.00
Raised Reflectors	1,800.00	6,146.00				194,013.00
Slurry Application	66,358.00	680,247.00	189,752.00	62,960.00		2,559,046.00
Painting				7,826.00		7,826.00
Misc. TC & Mob.	8,500.00	15,600.00	17,293.00	7,301.00		263,650.00
Misc. Pvt. Mrk.	5,288.00		4,848.00	4,655.00		1,129,473.00
Pavement Markings (Paint)						1,289,846.00
Other Construction						0.00
Pavement Markings (Thermo)					151,050.00	1,603,308.00
Pavement Mkgs (Epoxy & Urethane)					172,080.00	1,550,776.00
Pavement Markings (Polyurea)						1,183,434.00
Totals	81,946.00	701,993.00	211,893.00	82,742.00	450,707.00	13,233,779.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

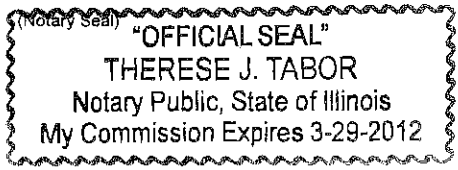
For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Varsity Striping	Varsity Striping	Varsity Striping	SKC Const.	
Type of Work	Thpl, Rais Refl.	Paint	Thpl, Paint, Rem	Fiber-Asp Cr Seal	
Subcontract Price	37,078.00	22,592.00	82,204.00	14,869.00	
Amount Uncompleted	37,078.00	22,592.00	82,204.00	14,869.00	
Subcontractor	Illini Asphalt		SKC Const.	Work Zone	
Type of Work	Bit Mats Pr Ct		Fiber-Asp Crk Seal	Traf Cont-Prot	
Subcontract Price	8,078.00		23,747.00	6,600.00	
Amount Uncompleted	8,078.00		23,474.00	6,600.00	
Subcontractor	Huff Sealing		Northwest IL	Wm Charles Const.	
Type of Work	Fiber Asp Crk Seal		HMA SC Surf Rem	HMA & Mob	
Subcontract Price	30,025.00		13,957.00	30,471.00	
Amount Uncompleted	30,025.00		13,957.00	30,471.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	75,181.00	22,592.00	119,635.00	51,940.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates subscribed and sworn to before me

this 3rd day of May, 2011
Therese J. Tabor
 Notary Public

My commission expires: 3-29-12



WILLIAM BRINATI
 CORPORATE SECRETARY

Type or Print Name _____ Office of Director _____ Title _____

Signed _____

Company A. C. PAVEMENT STRIPING CO.

Address 695 CHURCH ROAD
ELGIN, IL 60123

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: _____ Contract Value: \$ _____

Contact Person: _____ Phone: _____ Fax: _____

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:

Any questions regarding compliance with these requirements should be directed to:

Purchasing Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5471, FAX: 708.358.5470.

I, _____ (print name)
hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

_____ Signed	_____ Name and Title (Print)
_____ Firm Name (Print)	_____ Firm Address (Print)
_____ Phone	_____ Fax
_____ City/State/Zip	

SUBSCRIBED AND SWORN before me this _____ day of _____, 20__.

Signature of Notary Public

(SEAL)

RETURN THIS PAGE WITH BID

CONTRACT NO: _____

**SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:

Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

RETURN THIS PAGE WITH BID

Total MBE \$	_____	_____	%
Total WBE \$	_____	_____	%
Grand Total MBE \$	_____	_____	%
Grand Total WBE \$	_____	_____	

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _____ day of _____, 20_____, the above signed officers _____, (names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

(SEAL)

Commission Expires: _____

RETURN THIS PAGE WITH BID

NO PROPOSAL EXPLANATION

Project _____

If your firm does not wish to submit a proposal on the attached specifications, please return the *Request For Proposal* along with any comments you may have concerning the proposal or any related factors you feel were areas that prevented your firm from submitting the proposal.

Thank you.



Contract Bond

We FILL IN CONTRACTOR'S NAME & ADDRESS HERE

_____, as PRINCIPAL, and _____
_____ as SURETY,

are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of _____

FILL IN DOLLAR AMOUNT (SPELLED OUT) OF CONTRACT HERE

_____ Dollars (\$0,000,000.00) lawful money of the United States, well and truly to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such 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 insure 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.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 said work shall have been accepted, and shall hold the VOP 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 said contract, then this obligation to be void; otherwise to remain in full force and effect. IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A. D. 20_____

PRINCIPAL

(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.)

SURETY

By: _____

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each 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 said 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 _____ A. D. 20____.

My commission expires _____
Notary Public

Approved this Fill in day Board will Award day of Fill in Month Board will Award A. D. 20____

Attest:

(Village of Oak Park)

Teresa Powell Clerk

(Chairman/Mayor/President)

Thomas W. Barwin, Village Manager

(Seal)



Contract Bond

Route Various
 County Cook
 Local Agency River Forest
 Section Micro & Crackfill

We , _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois ,

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such 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 shall 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.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 the performance thereof and until the said work shall have been accepted, and shall hold the LA 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 said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)



1. THIS AGREEMENT, made and concluded the _____ day of _____, Month and Year, between the Village of River Forest acting by and through its President and Board of Trustees known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their 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 plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section Microsurfacing and Crackfill of Various Streets in River Forest, Illinois, State of Illinois _____, Date _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk By _____
(Seal) _____
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

Microsurfacing and Crack Clean & Fill of Various Streets

SPECIAL PROVISIONS

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- Street Closure Notification35
- Thermoplastic Pavement Markings36
- Fiber Modified Asphalt Crack Sealing.....37
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- Microsurfacing40

Introduction and Completion Dates

The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the latest editions of the following:

- Illinois Department of Transportation “Standard Specifications for the Road and Bridge Constructions” adopted January 1, 2007, hereinafter referred to as the “Standard Specifications”,
- BDE Special Provisions
- “Supplemental Specifications and Recurring Special Provisions,” adopted January 1, 2010
- “Standard Specifications for Traffic Control Items”,
- “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”.

Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Completion of Contract:

All work, as specified shall be completed by September 15, 2011.

Alterations, Omissions and Extra Work:

The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary.

GENERAL REQUIREMENTS

1. EXISTING MATERIALS:

If during the progress of work involving this contract, certain existing structures, equipment and material are removed from service, all items deemed of value by the Engineer such as street furniture, brick pavers, lighting units, frames and covers, hydrants, roundways, valve boxes and other such salvageable material shall remain the property of the Village of Oak Park. The contractor shall collect and store said material on the job site for pick-up by the Village or as otherwise specified herein.

2. SPRINKLING SYSTEMS

The contractor shall be careful not to damage sprinkling systems that may be located in parkways or lawns adjacent to the curbs and sidewalks, and any damage done to the sprinkling systems due to his negligence shall be repaired by the contractor at his expense to the satisfaction of the Engineer.

If adjustments to the sprinkling systems are needed due to pavement widening or change to the parkway grade, the Contractor shall retain a licensed irrigation contractor to make such adjustments. This work will be paid for separately as specified in this contract.

3. STORAGE OF MATERIALS AND EQUIPMENT

At no time shall the contractor store material and equipment in areas other than those specified by the Engineer. Any damage to sidewalks, curbs, trees, and parkways due to the negligence of the contractor shall be restored by the contractor at his own expense. No additional compensation shall be allowed the contractor for compliance with this requirement.

At no time will the Contractor store material and equipment in parkways areas within tree drip line. The General Contractor is encouraged to protect these areas with "snow fencing" to avoid accidental material dump.

The contractor shall maintain during the entire construction period barricades and warning lights at all material storage areas and around parked construction equipment.

4. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND WORK:

The bidder shall comply with Article 102.05 of the Standard Specifications relative to examination of the Plans, Specifications, Special Provisions and site of work and hereby is advised that due to the nature of the contract, special emphasis shall be

placed on inspection in detail of the site of the proposed work and familiarization with all local conditions, traffic and otherwise, affecting the contract and the detailed requirements for construction.

5. EXISTING UTILITIES

The contractor shall call JULIE at telephone number: 1 (800) 892-0123 for location of underground utilities prior to beginning of construction so that buried services in the location of construction may be located and staked. Where adjustments of the utility frames are necessary, the contractor shall contact the respective utility company and make arrangements for their adjustments.

The contractor shall also notify the Water and Sewer Division of the Village of Oak Park as well as the Street Lighting Division prior to the start of construction at any location. Any damage by the contractor to street light cables and water services shall be repaired or replaced by the contractor at his own expense.

The contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement.

The contractor shall be held responsible for any damage to existing utility lines and appurtenances resulting from the operations of his equipment or men. No extra compensation will be allowed to the contractor for any expense incurred because of delays, inconvenience or interruption to his work resulting from compliance with the above requirements.

6. CLEANING EXISTING STRUCTURES:

All catch basins, manholes, inlets and similar structures newly constructed, adjusted or reconstructed under this contract shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and all shall be free from such accumulations at the time of final inspection.

7. FIELD OFFICE AND FIELD LABORATORY:

Engineer's field office and field laboratory will not be required for this improvement.

8. LANDSCAPING WORK

Use of Pesticides:

The Contractor is hereby notified that in the event pesticides are to be used in any of the landscape operations of this project, he and/or his subcontractors shall comply with the requirements of Village Code, Chapter 20, Section 10. This code requires the applicator to be licensed in the Village, that the area treated shall be posted at time of application, and the time and location be logged by the applicator.

The work necessary to fulfill these requirements as well as any license fees shall be considered incidental to the Landscaping Pay Items.

Planting and Sodding

To prevent drying of materials during excessive heat, the Contractor to schedule final planting / sodding operations AFTER September 1st.

9. STAGING AND COMPLETION OF CONTRACT

The contractor shall stage his work in such a way as to cause the least amount of disruption to local traffic access. Close attention shall be paid to the proposed schedule included in these Special Provisions. Specific Pay Items have been included in this project for the contractor to provide the necessary protection to the pavements so that safe and sufficient access to the area is not hampered.

The contractor is hereby reminded of the deadline for completion of this project. The contractor shall pay close attention to this completion date. All work under this contract must be completed by this date.

The completion date pertains to the work items outlined in this contract. Any "Punch List" work that is required shall be completed within 30 days of the completion date of this project. Failure to complete any/all punch list work will result in forfeiture of any retainer held in this contract.

As indicated in Article 108.02 of the Standard Specifications, the contractor shall provide the Engineer with a progress schedule prior to starting work, preferably at the time of the pre-construction meeting.

10. MAINTENANCE OF ROADWAYS:

Beginning on the date that the contractor begins work on this project, he shall assume responsibility for the normal maintenance of all existing roadways with the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. (e.g. pot hole patching, street sweeping, refilling trenches over proposed installations, etc.)

Specific Pay Items have been included in this contract to assure that this maintenance work is performed to the satisfaction of the Village. We strongly urge the contractor to utilize these resources so as to reduce the inconvenience of the residents living in these construction areas.

11. CONCRETE BREAKERS:

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

12. FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE AND CLASS SI CONCRETE:

The gradation for fine aggregate for Portland Cement Concrete and Class SI Concrete shall conform to gradation FA 2 as called for under Article 703.02(c) of the Standard Specifications.

13. PROVISIONS FOR CURING TEST SAMPLES:

The contractor will be required to provide storage space, meeting the approval of the Engineer for the initial curing of quality control test specimens made on the project. The storage space shall be such that it will give full protection against direct sunlight, the elements, pilfering and damage. When requested by the Engineer, heat shall be provided by the contractor, with a minimum temperature of 60 degrees Fahrenheit maintained for as long as required.

14. COOPERATION BY CONTRACTOR AND WEEKLY PROGRESS MEETINGS:

Attention is hereby focused on Article 105.06 of the Standard Specifications with regards to the Contractor having on site at all times "A competent English Speaking Superintendent". This superintendent shall be able to be reached at all times including the days subcontractors are only working on the site. All work instructions shall be channeled through the superintendent.

Weekly progress meetings will be conducted in the Engineer's office. These meetings will focus on the work slated for the upcoming week and highlight of work completed the prior week. If work is found to be progressing smoothly, these meetings may be scheduled on a bi-weekly basis.

15. WORK HOURS AND SCHEDULING LAYOUT OF LINES AND GRADES

The Village of Oak Park Code restricts construction to the hours of 7:00 A.M. and 6:00 P.M., 7 days a week. No equipment may be started on any part of the project prior to 7:00 A.M. Violations of this code are subject to Police enforcement and subsequent fines as outlined in the code.

In the Village of River Forest allowed hours for construction are from 7:00 A.M. to 6:00 P.M. Monday through Friday, and 8:00 A.M. to 5:00 P.M. on Saturday. No work is allowed on Sunday.

The contractor shall notify the Resident Engineer a full 24 hours in advance of any layout and/or grade requests. Any requests for layout and grades that are made less than 48 hours in advance will require payment of premium time for the Resident Engineer and Engineering Technician. Such costs will be billed directly to the contractor at a rate of \$75.00 per hour for the two staff members.

16. WORKING IN THE AREA OF EXISTING PARKWAY TREES:

No nails or tacks of any sort shall be used for installing temporary "No Parking" signs on any trees. The contractor shall notify the Village Forester of any potential conflicts

between their equipment and parkway trees. The Forester will determine the course of action necessary to reduce such conflict. Also any excavation which disturbs tree roots shall be brought to the attention of the Village Forester. In the event roots need to be trimmed, the hand tools (saw, axe) capable of making a clean, smooth cut shall be used to trim such roots. This work shall be considered incidental to the contract.

17. STREET CLOSURES AND PARKING CONFLICTS

The Village of Oak Park requires a notice of a street closure. The Contractor must notify the Oak Park Police Dept. and Fire Dept. of these closures.

The Village of River Forest also requires a notice for street closure. The Contractor shall notify the Engineer 48 hours prior to the street closure.

When the Contractor will be working on a block that requires closure and/or changes to parking restrictions they must coordinate with the Parking Dept. to develop an alternate parking plan for permitted parkers and provide information and notice so residents/permitted parkers are aware of their alternatives.

18. USE OF FIRE HYDRANTS

If the Contractor desires to use water from fire hydrants, meters and keys shall be obtained from Water and Sewer Department. Upon return of this equipment, the Contractor will be billed for the water used at the current rate. This applies to all pay items which require using the water, including but not limited to parkway restoration, watering plants, dust control, maintenance of roadways, trenches jetting, asphalt cold milling operations, asphalt rolling operations, etc.

The Contractor shall be held responsible for any damage to fire hydrants, meters, and keys resulting from the operations of his equipment or men. The damaged parts and/or tools shall be replaced and/or repaired by the contractor at his expense to the satisfaction of the Water and Sewer Supervisor and project Engineer.

Fire hydrants shall be accessible at all times to the Fire Department. No materials or other obstructions shall be placed closer to a fire hydrant than 15 feet. Any arrangements of less than 15 feet must be approved by the Fire Department.

19. DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS

The Contractor is responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work. The temporary storing of excavated materials on the parkways is not allowed. It shall be the Contractor's responsibility to find an approved dump site for debris and any excavated material.

TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction Section 700, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards.

During crack-fill operations and curing time the contractor shall maintain through traffic at all times and shall furnish all necessary signs, markings, cones, barricades, warning lights, flagmen and other traffic control devices as may be required to provide for a safe work environment.

During micro-paving operation and curing time the contractor shall keep the street closed and shall furnish all necessary signs, markings, cones, barricades, warning lights, flagmen and other traffic control devices as may be required to provide for a safe work environment.

This item will be considered incidental to the contract and no additional compensation will be made to comply with the requirements as set forth in the standards outlined above.

STREET CLOSURE NOTIFICATION

The Contractor shall notify residents 24 hours before the street closure. The notification flyers shall be hand delivered to every house within the closure zone, and NO PARKING signs shall be installed along the block.

For the Village of Oak Park, refer to the Oak Park General Requirements Special Provision, Paragraph 17:

The Village of Oak Park requires a notice of a street closure. The Contractor must notify the Police Dept. and Fire Dept. of these closures.

When the Contractor will be working on a block that requires closure and/or changes to parking restrictions they must coordinate with the Parking Dept. to develop an alternate parking plan for permitted parkers and provide information and notice so residents/permitted parkers are aware of their alternatives.

For work in the Village of River Forest, the Contractor shall notify the Engineer 48 hours prior to the street closure.

This item shall be considered incidental to the contract and no additional compensation will be made to comply with the requirements as set forth in the standards outlined above.

Thermoplastic PAVEMENT MARKINGS

Description:

The installation of Thermoplastic Pavement Markings shall meet the requirements of Section 780 of the Standard Specifications.

Method of Measurement:

Lines will be measured for payment in place in feet to the nearest tenth. Double yellow lines will be measured as two separate lines.

Basis of Payment:

This work will be paid for at the contract unit price per LINEAL FOOT for THERMOPLASTIC PAVEMENT MARKINGS – LINE, of the size and color specified.

The price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as specified herein and to the satisfaction of the Engineer.

FIBER MODIFIED ASPHALT CRACK SEALING

Description

This item shall meet the requirements of the Section 451 of Standard Specifications and the BDE Special Provision for Preventive Maintenance – Micro-surfacing, except as specified herein, and consists of sealing and cleaning of cracks, voids or joints with asphalt cement reinforced by polypropylene fibers.

Material Inspection: The Contractor shall provide the Village of Oak Park with letters of certification from each supplier that all materials used in the project comply with the Standard Specifications and Special Provisions indicated.

Street Sweeping: Immediately prior to crack filling the Contractor shall sweep and clean the streets to make sure the surface is in acceptable condition. Any mechanical sweeping, hand brooming and/or clean up before or after crack fill application will be included in the cost of FIBER MODIFIED ASPHALT CRACK SEALING.

Material: The sealant shall consist of a mixture of 8.0% minimum by weight polypropylene fibers with liquid asphalt cement. The use of ready-mixed fiberized asphalt blocks shall not be allowed. The asphalt cement shall be PG 64-22 conforming to AASHTO MP1 with a penetration range of 60 to 100.

Fibers shall be short cut polypropylene fibers, and a certificate from the supplier showing that the fibers meet the following physical properties is required:

Length:	8-12mm
Denier:	13-16
Crimps:	None
Tensile Strength:	40,000 psi, minimum
Specific Gravity:	0.91 (typical)
Moisture Regain @ 70° F and 65% RH:	0.1% (typical)

Preparation of Mixture: The sealant materials shall be combined in an oil jacketed double wall kettle (min 350 gallon capacity) equipped with a reversing rotary auger action agitator and separate thermometers for the oil bath and the mixing chamber. The unit shall also be equipped with a reversible hydraulic two inch hot asphalt pump and a recirculating pump to circulate the oil bath. Operating temperature in the kettle should be between 255 and 285° F, and shall never exceed 290° F.

Construction Methods: The sealant material shall only be applied when the joints and cracks and adjacent pavement surfaces are dry and clean. The cracks and joints to be sealed shall be cleaned by air blasting, hand tools, or other method approved by the Engineer to remove all foreign material for proper bonding of the sealant. The mixture shall be installed under high pressure directly into and over the crack or joint. The crack shall be completely filled to its full depth and a membrane 1/8 inch (+/- 1/16 inch) by 3 inches wide shall be formed on the surface of the pavement.

The Contractor must use caution to avoid excessive use of the material in either thickness or location. Material placed in excess of 103% of the historic application rates of 0.19, pounds per square yard for streets designated as light application, 0.26 pounds per square yard for medium application and 0.35 pounds per square yard for heavy application will not be paid for without prior approval of the Engineer.

The Contractor must ensure that material does not come into contact with structure frames or lids. Any misplaced material must be immediately removed and the frame or lid cleaned.

Traffic shall not be allowed on the sealant until properly cured. The sealant shall be dusted with fine aggregate (FA-6) if the ambient temperature is greater than 75°F and the street must be opened to traffic. The Contractor is cautioned on the excessive use of sand.

Method of Measurement

The FIBER MODIFIED ASPHALT CRACK SEALING will be measured in pounds of crack-fill material installed.

At the end of each working day the Contractor shall obtain a weight certification and shall submit the documentation to the Engineer daily. Work shall not begin until weight certifications for the previous day's work have been submitted to the Engineer.

Basis of Payment

This work will be paid for at the contract unit price per POUND for FIBER MODIFIED ASPHALT CRACK SEALING and will be considered full compensation for all labor, equipment, and materials to complete the described work.

FINE AGGREGATE (FA-6)

Description

This item of work shall consist of providing and applying to the freshly laid sealant a dusting coat of Fine Aggregate (FA-6) where directed by the Engineer to prevent tracking.

The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition after crack filling. All loose fine aggregates shall be removed from the pavement surface by means of mechanical sweepers or hand broom within 72 hours. Removal and sweeping operations shall be included in the cost of FINE AGGREGATE (FA-6).

Basis of Payment

Sanding of the sealant will be paid for at the contract unit price per TON applied for "FINE AGGREGATE (FA-6)".

MICRO-SURFACING

Description

This item shall meet the requirements of the BDE Special Provision for Preventive Maintenance - Micro-surfacing (a copy is attached). Prior to applying the mixture, the Contractor shall clean and fill the pavement cracks and voids, which are paid for separately.

Micro-Surfacing material shall be placed at locations shown on the attached listing sheets and location maps.

During construction, it is important to maintain the mixture consistent rendering a finished product that is uniform in color and composition.

The Contractor must provide a neat, straight line edge along the toe of the curb and at the Micro-Surfacing limits.

The Contractor shall protect manhole covers and other structure frames and lids from being coated.

Material Inspection and Testing

A Contractor provided laboratory shall develop the Job Mix Formula (JMF) for the micro-surfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be recognized by the International Slurry Surfacing Association as being capable of performing mix designs. The Engineer will verify that the laboratory tests required in ISSA A143 have been conducted.

The Contractor shall provide the Engineer with letters of certification from each supplier that all materials used in the project comply with the Standard Specifications and Special Provisions indicated. Final payment will not be made until all letters of certification have been received.

Method of Measurement

Micro-surfacing Single Pass will be measured as follows:

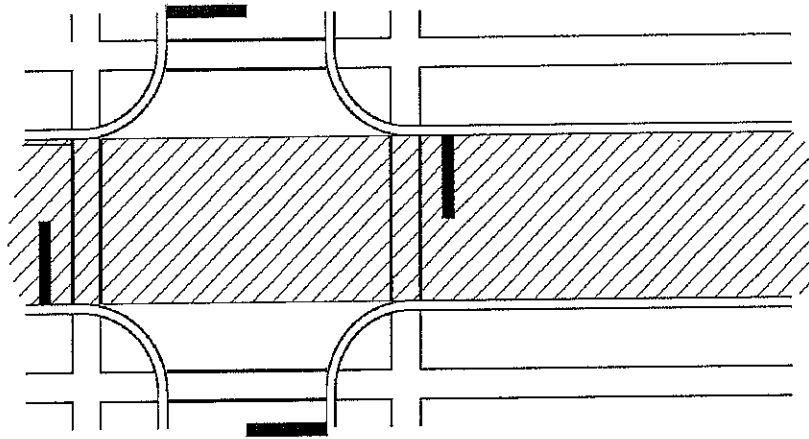
- Width: in Lineal Feet and Tenths, edge to edge of paved area
- Length: the limits will be measured in the field in relation to property lines and converted to the total length based on 3 inch aerial photographs from Village of Oak Park database.
- All additional areas, i.e. around curb radii, will be measured in the field separately.

Basis of Payment

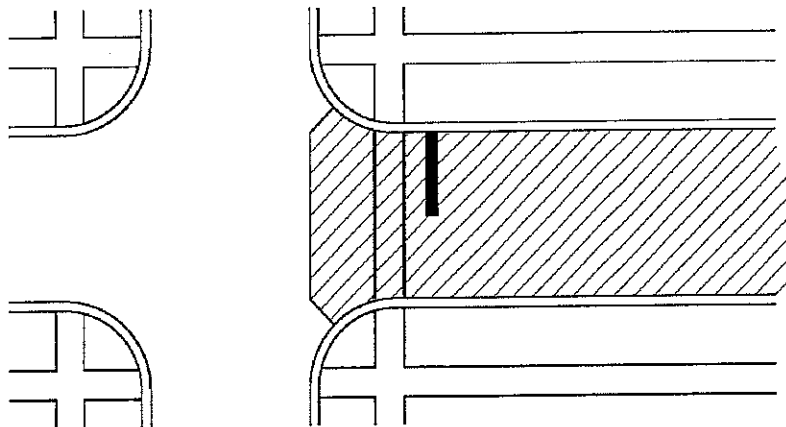
This work will be paid for at the contract unit price per SQUARE YARDS for MICROSURFACING, SINGLE PASS, TYPE II, 20 LB/SQ YD. which price shall be considered as full compensation for all labor, equipment, and materials to complete the described work.

SPECIAL PROVISIONS

MICROSURFACING LIMITS THROUGH INTERSECTION



MICROSURFACING LIMITS AT END INTERSECTION



PREVENTIVE MAINTENANCE - MICRO-SURFACING (BDE)

Effective: January 1, 2009

Description. This work shall consist of micro-surfacing hot-mix asphalt (HMA) surfaces.

Materials. Materials shall be according to the following.

- (a) Micro-Surfacing. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Mineral Filler (Note 1)	1001
(2) Water	1002
(3) Coarse Aggregate (Note 2)	1004.03
(4) Bituminous Material (Prime Coat)	1032.06
(5) Latex-Modified Emulsified Asphalt (Note 3)	
(6) Additives (Note 4)	

Note 1. The mineral filler shall be Type 1 portland cement.

Note 2. The coarse aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The quality of the aggregate shall be Class B and the gradation shall be as shown in the table below.

Sieve Size	Type II % Passing	Type III % Passing ^{1/}
3/8 in. (9.5 mm)	100	100
#4 (4.75 mm)	95 ± 5	80 ± 10
#8 (2.36 mm)	77 ± 13	57 ± 13
#16 (1.18 mm)	57 ± 13	39 ± 11
#30 (600 µm)	40 ± 10	26 ± 8
#50 (330 µm)	24 ± 6	18 ± 7
#100 (150 µm)	15 ± 6	12 ± 6
#200 (75 µm)	10 ± 5	10 ± 5

1/ Rut filling mixes shall be constructed using a Type III gradation. All surface mixes shall be constructed using a Type II gradation.

To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

The blending, alternate use, and /or substitutions of aggregates from different sources for use in this work will not be permitted without the approval of the Engineer. Any blending shall be by interlocked mechanical feeders. The blending

shall be uniform, compatible with the other components of the mix, and the equipment shall be approved by the Engineer.

If blending aggregates, the blend shall have a washed gradation performed every other day or a minimum of three tests per week. Testing shall be completed before the aggregate receives final acceptance for use in the mix. All gradation tests shall be conducted according to the aggregate gradation control system (AGCS).

Aggregates shall be screened at the stockpile prior to delivery to the paving machine to remove oversized material or contaminants.

Note 3. CSS-1h Latex Modified Emulsified Asphalt. The emulsified asphalt shall be a quick-traffic latex modified asphalt emulsion containing a minimum of 3.0 percent latex solids by weight of asphalt binder. The latex shall be milled or blended into the emulsifier solution prior to the emulsification process. The CSS-1h latex modified emulsified asphalt shall be according to the following.

Test (AASHTO T 59)	Result
Viscosity, Saybolt Furol, 77 °F (25 °C), SFS	20-100
Storage Stability Test, 24 hours, %	1 max.
Particle Charge Test	Positive
Sieve Test, No. 20 (850 µm), retained on sieve, %	0.10 max.
Distillation Test, Residue from distillation test to 347 ± 9 °F (175 ± 5 °C), %	62 min.

Tests on residue from distillation	Result
Penetration, 77 °F (25 °C), 100 grams, 5 seconds, (AASHTO T 49), dmm	40-90
Ductility, 77 °F (25 °C), 50 mm/min, (AASHTO T 51), mm	400 min.
Solubility in trichloroethylene, (AASHTO T 44), %	97.5 min.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Absolute Viscosity, 140 °F (60 °C), (AASHTO T 202), Poises (Pa · sec)	8,000 (800) min.

Note 4. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

- (b) Crack/Joint Sealant. The crack/joint sealant shall be a fiber-modified asphalt binder mixed at the jobsite or premixed.

- (1) Jobsite-Mixed Sealant. The sealant shall consist of an asphalt binder and fibers, and be according to the following.
- a. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
 - b. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13 - 16
Crimps	None
Tensile Strength, min., psi (kPa)	40,000 (275,000)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

- c. Percent Fibers. The sealant shall contain a minimum of 8.0 percent of fibers by weight (mass).
 - d. Sealant Heating. The sealant shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C).
- (2) Premixed Sealant. The sealant shall be packaged and consist of an asphalt binder, fibers, and other modifiers meeting the following requirements. The sealant and its components may be accepted on certification from the manufacturer that it meets the specified requirements.

- a. Asphalt Binder. The asphalt binder shall be PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
- b. Fibers. Fibers shall be short cut polyester fibers meeting the following.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, minimum, psi (kPa)	70,000 (482,000)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

- c. Percent Fibers. The sealant shall contain 5.0 ± 0.5 percent of fibers by weight (mass).

The sealant, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 dmm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment. Equipment shall be according to the following.

(a) Micro-Surfacing. Equipment shall be according to the following.

- (1) Micro-Surfacing Mixing Machine. The machine shall be either a continuous (self-loading) machine or a non-continuous (self-contained) machine depending on the size of the project as described below. Both types of machines shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

Machines that are the continuous (self-loading) type shall be an automatic-sequenced, self-propelled, continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and be equipped with opposite-side driver stations to assist in alignment.

Non-continuous (self-contained) machines will be allowed on projects with a length of 2 lane-miles (3.2 lane-km) or less. For mainline paving, the Contractor shall have at least three self-contained machines in continuous operation to ensure appropriate production rates. Self-contained machines will also be allowed on shoulders, ramps, short applications such as bridge decks, or where the material can be placed in a single loading capacity of the machine.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction. Each new or different aggregate requires a new calibration. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 30 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. Prior to the calibration process, portable scales used to calibrate the mixing machine for emulsion and aggregate shall be checked with 25 lb and 50 lb weights, respectively.

Results from the standard weight checks shall be furnished to the Engineer. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

- (2) Micro-Surfacing Spreader. The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture on the surface course. The secondary strike-off shall have the same adjustments as the spreader box and shall not bounce, wobble, or chatter.

When required on the plans, before the final surface course is placed, preliminary micro-surfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 1/2 in. (13 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either 5 or 6 ft (1.5 or 1.8 m) in width. For irregular or shallow rutting of less than 1/2 in. (13 mm) in depth, a full-width scratch-coat pass may be used as directed by the Engineer utilizing either a stiff primary rubber or else a metal primary strike off. Ruts that are in excess of 1 1/2 in. (38 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for a minimum of 24 hours before additional material is placed on top of the level up.

- (3) Micro-Surfacing Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time. Calibration records, conversion formulas, and daily run sheets including the beginning and final numbers shown on the proportioning devices shall be submitted to the Engineer for approval. During production any deviations from the original JMF shall be approved by the Engineer.

(b) Crack/Joint Sealing. Equipment shall be according to the following.

- (1) Air Compressor. The air compressor shall be capable of producing a minimum pressure of 90 psi (620 kPa) at the end of the discharge hose. The air stream shall discharge onto the pavement through an appropriate air lance. The tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the line.

- (2) Oil Kettle. The crack sealant shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2 in. (50 mm) hot asphalt pump and a recirculating pump to circulate the oil bath.

CONSTRUCTION REQUIREMENTS

General. The paving mixture shall be capable of filling up to 1 1/2 in. (38 mm) wheel ruts in one pass, be capable of field regulation of the setting time, and be suitable for nighttime placement. The compatibility of all ingredients of the mix, including the mix set additive, shall be certified by the emulsified asphalt manufacturer.

Weather Limitations. Placement of the micro-surfacing shall be done between May 1 and October 15, and when the temperature is at least 50 °F (10 °C) and rising and the forecast for the next 24 hours is above 40 °F (5 °C).

Mix Design. A Contractor provided laboratory shall develop the mix design for the micro-surfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be recognized by the International Slurry Surfacing Association (ISSA) as being capable of performing mix designs. The Engineer will verify the laboratory tests required in ISSA A143 have been conducted.

Proportions for the mix design shall be within the following limits.

Mineral Aggregate, dry weight (mass) lb/sq yd (kg/sq m)	15-50 (8-30)
Latex Emulsified Asphalt Residue, % by wt. of Aggregate	5.5-10.5
Latex Base Modifier	As required with % by weight (mass) of binder, min. of 3.0
Mix Set Additive	As required
Mineral Filler, % by weight (mass) of Aggregate	0.25 - 3 depending on weather conditions

The amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the aggregate gradation.

The amount and type of latex shall be determined by the laboratory performing the mix design. The minimum amount required shall be based on asphalt weight content and shall be certified by the emulsion supplier.

Compatibility of the aggregate, latex-modified emulsified asphalt, mineral filler, and other additives shall be verified by the mix design. The materials shall meet the following requirements for ISSA A143.

ISSA Test No.	Description	Specification
ISSA TB-139	Wet Cohesion @ 30 minutes min. (Set) @ 60 minutes min. (Traffic)	12 kg-cm min. 20 kg-cm min. or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 gm/sq ft (538 gm/sq m) max.
ISSA TB-114	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	50 gm/sq ft (538 gm/sq m) max. 75 gm/sq ft (807 gm/sq m) max.
ISSA TB-147	Lateral Displacement	5% max.
	Specific Gravity after 1,000 Cycles of 25 lb (11.34 kg)	2.10 max.
ISSA TB-144	Classification Compatibility	11 Grade Points min. (AAA, BAA)
ISSA TB-113	Mix Time @ 77 °F (25 °C)	Controllable to 120 seconds Min.

The mixing test and set-time test shall be checked at the highest temperatures expected during construction.

The mix design shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and latex-modified asphalt emulsion based on the dry weight of the aggregate.

For the aggregate blend in the mix design, test results for AASHTO T 176 shall be provided with the mix information to the Engineer. Aggregate test values below 65 shall require review and approval from the Engineer.

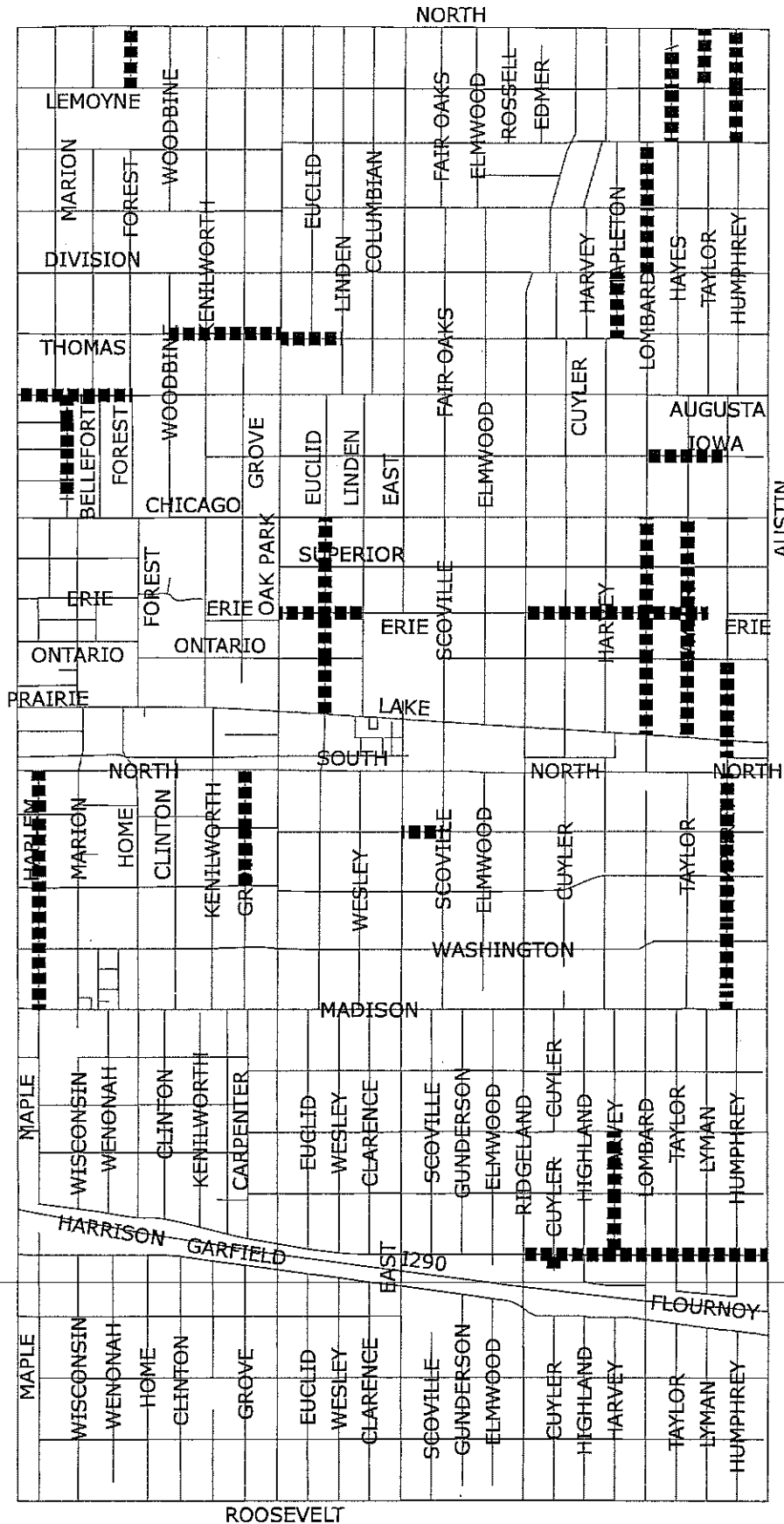
Before the work commences, the Contractor shall submit to the Engineer a complete mix design covering the specific materials to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. The Engineer shall approve the mix design prior to its use. After approval, no substitutions will be permitted, unless approved by the Engineer, and the Contractor shall maintain continuous control of the latex-modified emulsified asphalt to dry aggregate proportioning to conform to the approved mix design within a tolerance of ± 2 gal/ton (± 8 L/metric ton).

Test Strip. For projects over 100,000 sq yd (83,600 sq m), at least one day prior to starting the project the Contractor shall designate a mutually agreeable location and apply a test strip of micro-surfacing using the aggregate indicated in the mix design. The Engineer will evaluate the micro-surfacing application rate and cure time.

VILLAGE OF OAK PARK CAPITAL IMPROVEMENT PROJECTS

2011

>>>> MICROPAVING <<<<



■ Micropaving '11

11-06 MICROSURFACING AND CRACK CLEAN & FILL PROGRAM

OAK PARK LOCATIONS:

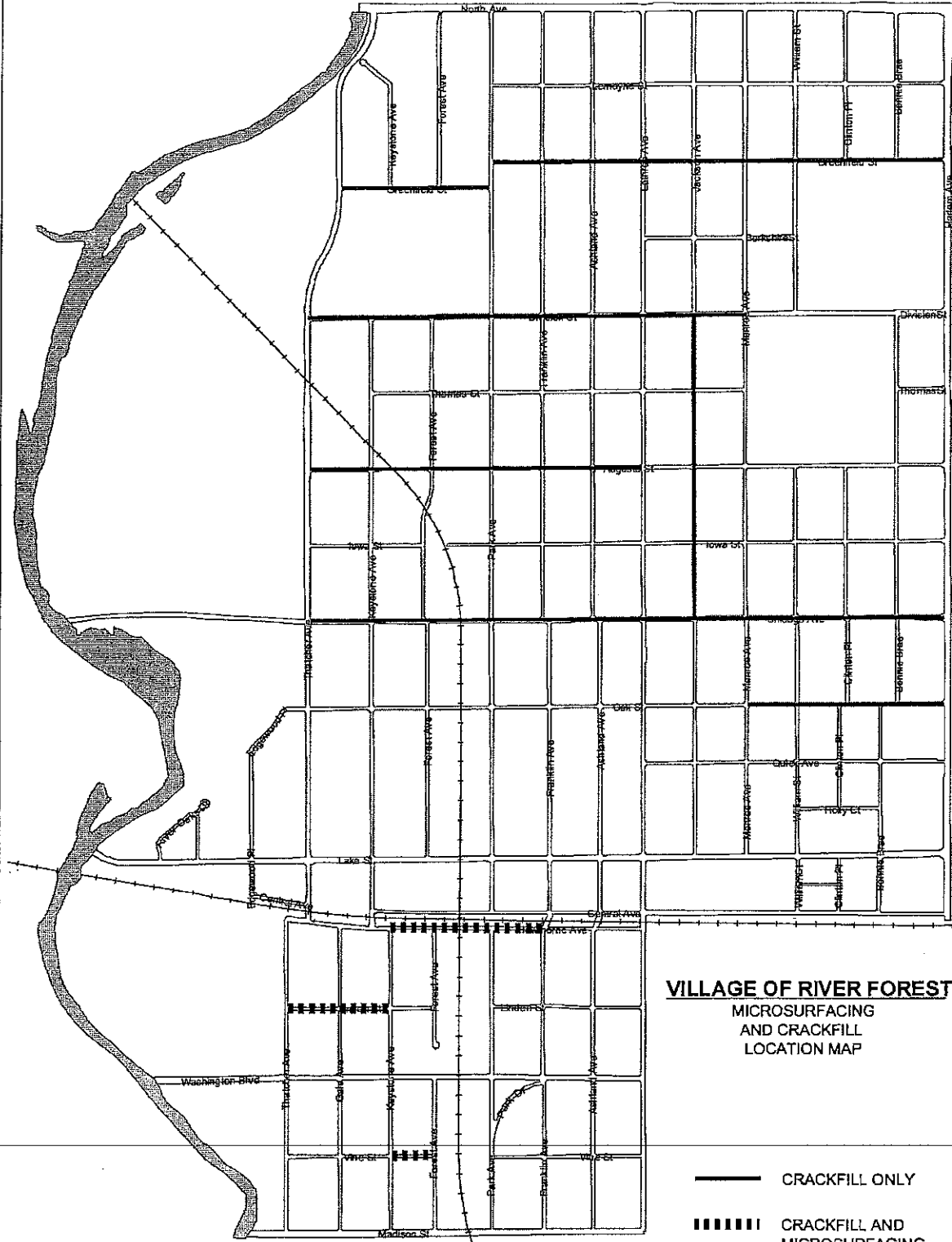
	STREET	FROM	TO	REQUIRED	AREA (SQ YD)
1	HARRISON ST	CUYLER	RIDGELAND	CF,MP	718
2	HARRISON ST	RIDGELAND	CUYLER	CF,MP	718
3	HARRISON ST	CUYLER	HIGHLAND	CF,MP	718
4	HARRISON ST	HIGHLAND	CUYLER	CF,MP	711
5	HARRISON ST	HARVEY	HIGHLAND	CF,MP	697
6	HARRISON ST	HIGHLAND	HARV	CF,MP	703
7	HARRISON ST	HARVEY	LOMBARD	CF,MP	711
8	HARRISON ST	LOMBARD	HARVARD	CF,MP	718
9	HARRISON ST	LOMBARD	TAYLOR	CF,MP	724
10	HARRISON ST	TAYLOR	LOMBARD	CF,MP	722
11	HARRISON ST	LYMAN	TAYLOR	CF,MP	715
12	HARRISON ST	TAYLOR	LYMAN	CF,MP	701
13	HARRISON ST	HUMPHREY	LYMAN	CF,MP	722
14	HARRISON ST	LYMAN	HUMPHREY	CF,MP	728
15	HARRISON ST	AUSTIN	HUMPHREY	CF,MP	631
16	HARRISON ST	HUMPHREY	AUSTIN	CF,MP	652
17	PLEASANT ST	SCOVILLE	EAST	CF,MP	1375
18	ERIE ST	OAK PARK	EUCLID	CF,MP	1500
19	ERIE ST	EUCLID	LINDEN	CF,MP	1325
20	ERIE ST	RIDGELAND	CUYLER	CF,MP	1358
21	ERIE ST	CUYLER	HARVEY	CF,MP	1358
22	ERIE ST	HARVEY	LOMBARD	CF,MP	1407
23	ERIE ST	LOMBARD	TALOR	CF,MP	1391
24	ERIE ST	TALOR	EAST END	CF,MP	724
25	IOWA ST	LOMBARD	HARVEY	CF,MP	1437
26	IOWA ST	TAYLOR	LOMBARD	CF,MP	1424
27	IOWA ST	HUMPHREY	TAYLOR	CF,MP	1447
28	AUGUSTA ST	HARLEM	MARION	CF,MP	818
29	AUGUSTA ST	MARION	HARLEM	CF,MP	622
30	AUGUSTA ST	BELFORTE	MARION	CF,MP	719
31	AUGUSTA ST	MARION	BELFORTE	CF,MP	585
32	AUGUSTA ST	BELFORTE	FOREST	CF,MP	601
33	AUGUSTA ST	FOREST	BELFORTE	CF,MP	659
34	THOMAS ST	WOODBINE	KENILWORTH	CF,MP	1263
35	THOMAS ST	KENILWORTH	GROVE	CF,MP	1313
36	THOMAS ST	GROVE	OAK PARK	CF,MP	1201
37	THOMAS ST	OAK PARK	EUCLID	CF,MP	989
38	THOMAS ST	EUCLID	LINDEN	CF,MP	1105
39	MAPLE AV	MADISON	WASHINGTON	CF,MP	2427
40	MAPLE AV	WASHINGTON	RANDOLPH	CF,MP	2477
41	MAPLE AV	RANDOLPH	PLEASANT	CF,MP	3107
42	MAPLE AV	PLEASANT	SOUTH	CF,MP	1797
43	MARION ST	PAULINA	SOUTH	CF,MP	594
44	MARION ST	SCHNEIDER	PAULINA	CF,MP	1108

OAK PARK LOCATIONS:

	STREET	FROM	TO	REQUIRED	AREA (SQ YD)
45	MARION ST	MILLER	SCHNEIDER	CF,MP	955
46	MARION ST	AUGUSTA	MILLER	CF,MP	843
47	FOREST AV	LE MOYNE	NORTH	CF,MP	1960
48	GROVE AV	RANDOLPH	PLEASANT	CF,MP	2004
49	GROVE AV	PLEASANT	SOUTH	CF,MP	1901
50	EUCLID AV	LAKE	ONTARIO	CF,MP	1817
51	EUCLID AV	ONTARIO	ERIE	CF,MP	1518
52	EUCLID AV	ERIE	SUPERIOR	CF,MP	1593
53	EUCLID AV	SUPERIOR	CHICAGO	CF,MP	1674
54	CUYLER	SOUTH	HARRISON	CF,MP	483
55	MAPLETON AV	DIVISION	THOMAS	CF,MP	2218
56	LOMBARD AV	ONTARIO	LAKE	CF,MP	2862
57	LOMBARD AV	ERIE	ONTARIO	CF,MP	1595
58	LOMBARD AV	SUPERIOR	ERIE	CF,MP	1637
59	LOMBARD AV	CHICAGO	SUPERIOR	CF,MP	1766
60	LOMBARD AV	BERKSHIRE	DIVISION	CF,MP	2187
61	LOMBARD AV	GREENFIELD	BERKSHIRE	CF,MP	2218
62	HAYES AV	GREENFIELD	LE MOYNE	CF,MP	1776
63	HAYES AV	LE MOYNE	CULYER	CF,MP	1428
64	TAYLOR AV	LAKE	660 FT	CF,MP	2053
65	TAYLOR AV	660 FT	ONTARIO	CF,MP	535
66	TAYLOR AV	ONTARIO	ERIE	CF,MP	1562
67	TAYLOR AV	ERIE	SUPERIOR	CF,MP	1562
68	TAYLOR AV	SUPERIOR	CHICAGO	CF,MP	1696
69	TAYLOR AV	NORTH	LE MOYNE	CF,MP	1963
70	HUMPHREY AV	MADISON	NORTH END	CF,MP	544
71	HUMPHREY AV	WASHINGTON	SOUTH END	CF,MP	1637
72	HUMPHREY AV	NORTH END	WASHINGTON	CF,MP	576
73	HUMPHREY AV	SOUTH END	RANDOLPH	CF,MP	1388
74	HUMPHREY AV	RANDOLPH	PLEASANT	CF,MP	1695
75	HUMPHREY AV	PLEASANT	SOUTH	CF,MP	2149
76	HUMPHREY AV	NORTH	LAKE	CF,MP	628
77	HUMPHREY AV	SOUTH	NORTH	CF,MP	622
78	HUMPHREY AV	LAKE	660	CF,MP	2200
79	HUMPHREY AV	660	ONTARIO	CF,MP	717
80	HUMPHREY AV	GREENFIELD	LE MOYNE	CF,MP	1848
81	HUMPHREY AV	LE MOYNE	NORTH	CF,MP	1447
				TOTAL:	104,677

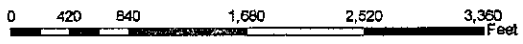
CF=CRACK CLEAN AND FILL
 MP=MICROPAVING

35432 Linear feet



VILLAGE OF RIVER FOREST
MICROSURFACING
AND CRACKFILL
LOCATION MAP

- CRACKFILL ONLY
- ▬▬▬▬▬ CRACKFILL AND MICROSURFACING



2011 River Forest Microsurfacing List

STREET NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	SQ FT	ACTION REQUIRED
Hawthorne	Keystone	Franklin	1,493	26.3	39,266	Microsurface Single Pass
Linden	Thatcher	Keystone	907	22.4	20,317	Microsurface Single Pass
Vine	Keystone	Forest	372	22.1	8,221	Microsurface Single Pass

2011 River Forest Crackfill List in Order of Importance

STREET NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	SQ FT	ACTION REQUIRED
Jackson	Chicago	Division	2,645	24.5	64,803	Fill random cracks & butt joints
Division	Thatcher	Monroe	3,815	38.6	147,259	Fill random cracks - Maintenance
Oak	Monroe	Harlem	1,730	26.0	44,980	Fill random cracks - Maintenance
Augusta	Thatcher	Lathrop	2,900	26.5	76,850	Fill random cracks - Maintenance
Chicago	Thatcher	Harlem	5,500	36.3	199,650	Fill random cracks - Maintenance
Greenfield	Thatcher	Harlem	5,140	28.8	148,032	Fill random cracks - Maintenance

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

F

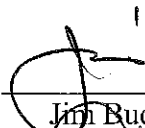
Item Title: Resolution Authorizing Execution of a Contract with Crowley Sheppard Asphalt, Inc. for Project 11-7, Pavement Patching in an Amount not to Exceed \$ 132,000.

Resolution or Ordinance No. _____

Date of Board Action May 16, 2011

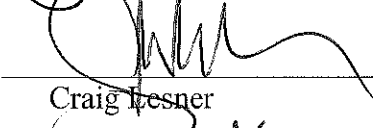
Staff Review:

Village Engineer



Jim Budrick

Chief Financial Officer



Craig Kesner

Village Manager's Office



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

Bids were opened on Thursday, May 5, 2011 for Project 11-7, Pavement Patching. The advertisements for the project were placed in the Wednesday Journal, McGraw Hill – Dodge, Bid Tool, Construction Research Technology, Reed Construction Data, Black Contractors United, Federation of Women Contractors, and Hispanic Contractors Industry. A total of 6 contractors picked up proposal documents, and 2 contractors submitted bids. The low bid was submitted by Crowley Sheppard Asphalt of Chicago Ridge, Illinois in the amount of \$135,953. The remaining budget for this project is \$132,000. A copy of the bid summary and the BEO Report from the lowest bidder is attached for the Board's information.

This project includes patching of local streets throughout the Village. The locations where work is planned to take place are shown on the attached map. A number of locations are on streets where micro-surfacing is also planned.

Also included in this contract is the installation of decorative crosswalk markings at three intersections along Harrison Street.

This is the fourth year that major patching work done by contract has been budgeted and bid.

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

This contract is one of several major projects scheduled for 2011 and is funded from Capital Improvement Funds. Crowley Sheppard is pre-qualified by the State of Illinois to perform work of this type. Given the fact that this project is based on unit costs staff will be able to reduce the quantities to match the budgeted amount. It is recommended that this contract be awarded to Crowley Sheppard Asphalt, Inc. in an amount not to exceed the remaining budget of \$132,000.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Budget Commentary:

Funds for this project have been budgeted in the Capital Improvement Program Budget. The following table summarizes the breakdown of funding for this project.

Fund	Account	Budget Amount	Amount used for Contract
CIP	3095-43780-802-570951	\$132,000	\$132,000

Proposed Action:

Approve the Resolution.

Note: Full bid documents are available in the Village Clerk's office.

VII (Continued)
 VILLAGE OF OAK PARK
 EEO REPORT

Vendor Name Crowley-Sheppard Asphalt Inc

Total Employees 26

Job Categories	Total Employees	Males				Females				Total Minorities		
		Total Males	Total Females	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic		American Indian & Alaskan Native	Asian & Pacific Islander
Officials & Managers	2	2										
Professionals	3	3										
Technicians	1	1		1								1
Sales Workers	2	2										
Office & Clerical	2	2	2									
Semi-Skilled	5	5		1								1
Laborers	3	3		1								1
Service Workers	8	8		4								4
TOTAL	26	24	2	7								7
Management Trainees												
Apprentices												

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

An EEO-1 Report may be submitted in lieu of this report.

R.A. Sheppard being first duly sworn, deposes and says that he/she is the President (Title or Officer) of Crowley-Sheppard Inc and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 5th day of MAY, 2011.

[Signature] (Signature) 5-5-11 (Date)



RETURN THIS PAGE WITH BID

RESOLUTION

AUTHORIZING EXECUTION OF A CONTRACT WITH CROWLEY-SHEPPARD ASPHALT, INC. FOR PROJECT 11-7, PAVEMENT PATCHING

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 a contract with Crowley-Sheppard Asphalt, Inc. of Chicago Ridge, Illinois for Project 11-7, Pavement Patching, in the amount not to exceed \$132,000. Said 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 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **Crowley-Sheppard Asphalt, Inc.** 6525 W. 99th Street, P.O. Box 157, Chicago Ridge, IL 60415-0157, 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 Bidders, Special Provisions and Plans for 11-7, Pavement Patching, as modified.
 - b. Contractor's Proposal dated May 5, 2011 ; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.
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 Engineer** under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

Crowley-Sheppard Asphalt, Inc.

REVIEWED AND APPROVED
 AS TO FORM

MAY 12 2011

 LAW DEPARTMENT

By: _____
 Signature

 Printed Name

Its: _____
 Title



Contract Bond

Crowley-Sheppard Asphalt, Inc. 6525 W. 99th St, P.O. Box 157, Chicago Ridge, IL 60415-0157, as PRINCIPAL, and

NAME AND ADDRESS OF SURETY 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 Two Thousand and 00/100 (\$132,000)**, well and truly to be paid to the Village, for the payment of which their heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction 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 such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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.

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 it 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 save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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 WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2011.

Crowley Sheppard Asphalt

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

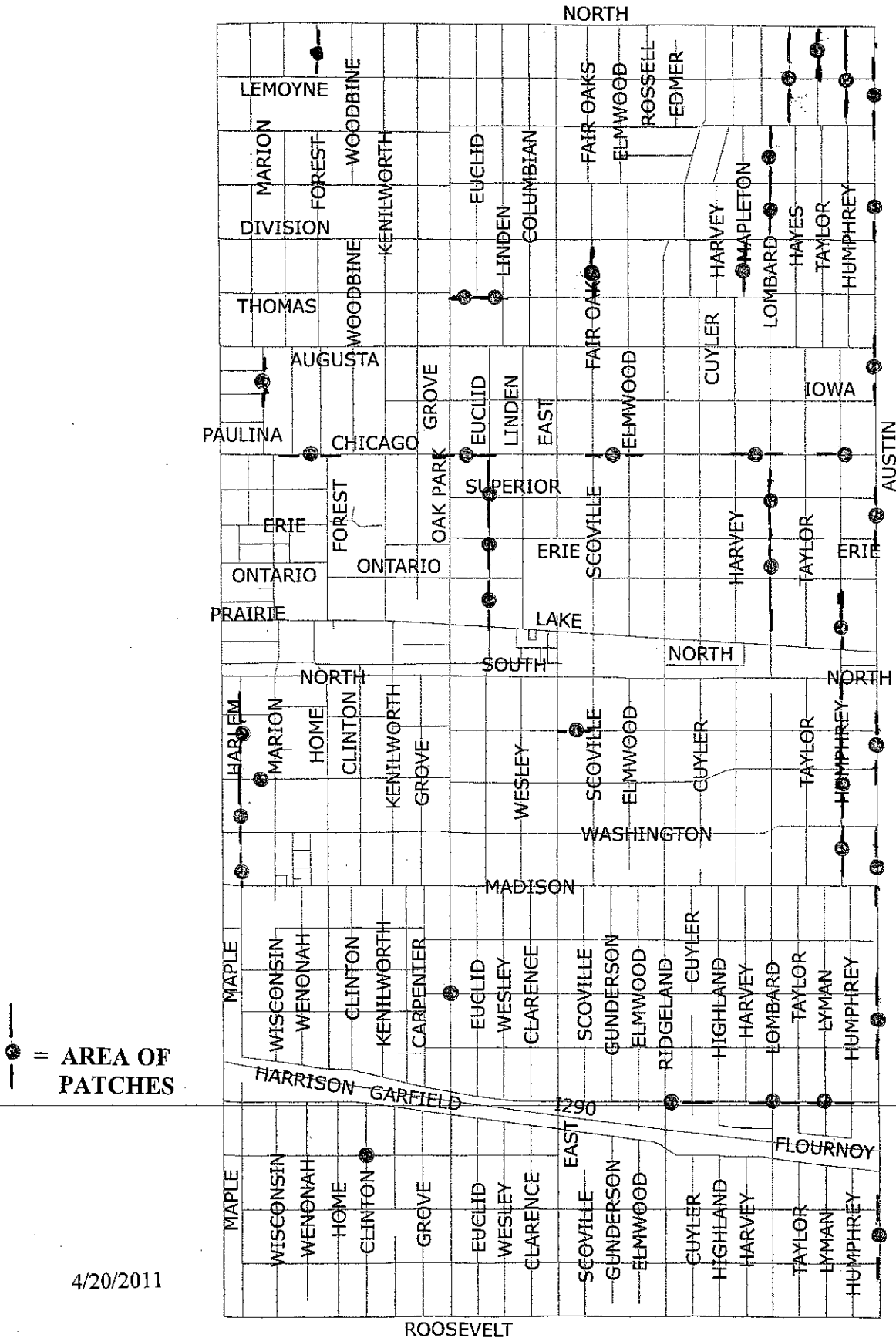
Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

VILLAGE OF OAK PARK
 CAPITAL IMPROVEMENT PROJECTS
 >>>> PATCHING PROGRAM <<<<

2011



4/20/2011



BIDDERS NEED ONLY RETURN THOSE PAGES IDENTIFIED AS
"RETURN THIS PAGE WITH BID"

Project Name: Pavement Patching - Various Locations

Project Number: 11-7

Location: VILLAGE OF OAK PARK, ILLINOIS
Various Locations throughout the Village of Oak Park

Submitted to the President and Board of Trustees

By: CROWLEY-SHEPPARD ASPHALT INC.
Contractor's Name

6525 W. 99th ST.
Address

CHICAGO RIDGE, IL. 60415
City, State, Zip

Return This Page with Bid



Notice To Bidders

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 8:30 A.M. TO 5:00 P.M. until **11:00 A.M. on Thursday, May 5, 2011** at which time the proposals will be publicly opened and read.

Description of Work

Name: Pavement Patching at Various Locations.

Location: Various locations throughout the Village of Oak Park (see detailed plans for exact streets)

Description: This work consists of hot mix asphalt surface removal and replacement. Also, decorative preformed pavement markings at three intersections.

Bidders Instructions

Plans and proposal forms will be available in the Office of the Village Engineer, Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302. There is no fee for plans and specifications. No plans will be issued to prospective bidders after 5 P.M. on the working day preceding the opening of bids.

1. At the bid opening, all proposals must be accompanied by a proposal guaranty, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 10% of the amount bid.

RETURN THIS PAGE WITH BID

2. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
3. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Schedule of Prices Proposal Form (II)
 - e. Proposal Bid Bond (III)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement (See Attached Vendor Handbook)
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M/WBE Participation
 - k. Affidavit of Availability
 - l. Federal Required Documents

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

RETURN THIS PAGE WITH BID

Jim Budrick, Village Engineer



Proposal

(I)

1. Proposal for: **Project 11-7 Pavement Patching at Various location.**
2. The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak Park, Public Works Center, 201 South Boulevard, Oak Park, Illinois on **Friday, April 22, 2011.**
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, adopted and in effect on the date of invitation of bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
5. **The undersigned agrees to complete work by July 23, 2011, unless additional time is granted in accordance with the specifications.**
6. Accompanying this proposal is either a bid bond on Village Bond form, or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 10% Bid Bond (\$ _____).
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

RETURN THIS PAGE WITH BID



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CROWLEY-SHEPPARD ASPHALT, INC.
8525 West 99th Street
Chicago Ridge, IL 60415-0157

SURETY:

(Name, legal status and principal place of business)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

VILLAGE OF OAK PARK, IL
1 Village Hall Plaza
Oak Park, IL 60302

BOND AMOUNT: Ten percent of amount bid.
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Pavement Patching 117 @ Various Locations in Cook County

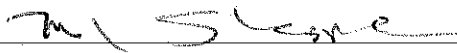



Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2011

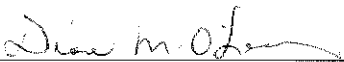
<p> (Witness)</p>	<p>CROWLEY-SHEPPARD ASPHALT, INC. (Principal)  (Seal) (Title)</p>
<p> (Witness) Debra J. Doyle</p>	<p>FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Surety)  (Seal) (Title) Linda M. Iser, Attorney in Fact</p>

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 28th day of April 2011, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Linda M. Iser to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra M. MARTINEZ, Linda M. ISER, Karen L. DANIEL, Susan A. WELSH, Robert E. DUNCAN, Kimberly BRAGG, James B. MCTAGGART, Karen E. BOGARD, Sandra M. NOWAK and Douglas M. SCHMUDE, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney in Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra M. MARTINEZ, Linda M. ISER, Karen L. DANIEL, Susan A. WELSH, Robert E. DUNCAN, Kimberly BRAGG, William P. REIDINGER, Karen E. BOGARD, Sandra M. NOWAK, Douglas M. SCHMUDE, dated September 10, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 15th day of November, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

13. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act requires maintaining and submitting Certified Payroll records monthly for all entities working on this project.

14. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

The proposal guaranty check will be found in the proposal for: Project 11-07

15. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

RETURN THIS PAGE WITH BID

SCHEDULE OF PRICES (II)

For complete information covering these items, see plans and specifications.

Fill in all unit prices and totals shown on the following pages.

(For complete information covering these items, see IDOT specifications and Special Provisions.)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PAVEMENT SAWCUT 4" MAX	LIN FT	2190	3.50	7665 ⁰⁰
2	BITUMINOUS SURFACE PATCHES CLASS D, TY I, 2"	SQ YD	34	30.00	1020 ⁰⁰
3	BITUMINOUS SURFACE PATCHES CLASS D, TY II, 2"	SQ YD	661	27.00	17847 ⁰⁰
4	BITUMINOUS SURFACE PATCHES TY III, 2"	SQ YD	416	24.00	9984 ⁰⁰
5	BITUMINOUS SURFACE PATCHES CLASS D, TY IV, 2"	SQ YD	2243	22.00	49346 ⁰⁰
6	CRACK AND JOINT REPAIR SURFACE PATCHING, 4 INCH	LIN FT	775	15.00	11625 ⁰⁰
7	BITUMINOUS SURFACE PATCHES CLASS D, TY I, 4"	SQ YD	10	60.00	600 ⁰⁰
8	BITUMINOUS SURFACE PATCHES CLASS D, TY II, 4"	SQ YD	47	55.00	2585 ⁰⁰
9	BITUMINOUS SURFACE PATCHES CLASS D, TY III, 4"	SQ YD	22	50.00	1100 ⁰⁰
10	BITUMINOUS SURFACE PATCHES CLASS D, TY IV, 4"	SQ YD	28	45.00	1260 ⁰⁰
11	TRAFFIC CONTROL AND PROTECTION, LOCAL STREETS	L SUM	1	1200 ⁰⁰	1200 ⁰⁰
12	TRAFFIC CONTROL AND PROTECTION STANDARD 701606, MAJOR STREETS	L SUM	1	2700 ⁰⁰	2700 ⁰⁰
13	DECORATIVE PREFORMED CROSSWALK MARKINGS	SQ FT	2256	10.50	23688 ⁰⁰
14	PREFORMED STOP BAR (WHITE) (FURNISH & INSTALL) 24" WIDE	SQ FT	320	6.25	2000 ⁰⁰
15	DETECTOR LOOP REPLACEMENT (IDOT STANDARD)	LIN FT	202	16.50	3333 ⁰⁰
	Total			4	135953 ⁰⁰

Organization Name

(Seal - If Corporation)

By: [Signature]
Authorized Signature

6525 W. 99th ST. CHICAGO RIDGE, IL 60415
Address

708-499-2900
Telephone

Subscribed and sworn to before me their 29th day of April, 2011.

[Signature]
Notary Public

In the State of ILLINOIS.

My Commission Expires: _____.



(Complete Applicable Paragraph Below)

(a) Corporation

The Vendor is a corporation, which operates under the legal name of

CROWLEY-SHEPPARD ASPHALT INC. and is organized and existing

under the laws of the State of ILLINOIS.

The full names of its Officers are:

President R.A. SHEPPARD

Secretary M.J. SHEPPARD

Treasurer R.A. SHEPPARD

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

RETURN THIS PAGE WITH BID

(b) Partnership
Name, Signature and Addresses of all Partners

The partnership does business under the legal name of

_____, which name is registered with
the office of _____ in the county of
_____.

(c) Sole Proprietor
The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under
a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Own and / and Officers.

Name	Title	SS#	Drivers License	State
R.A. SHEPPARD	PRESIDENT	[REDACTED]	[REDACTED]	ILL
M.J. SHEPPARD	VICE-PRESIDENT	[REDACTED]	[REDACTED]	ILL

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

CROWLEY-SHEPARD ASPHALT INC., as part of its proposal on a contract for
(name of contractor)

VIL OF OAK PARK- PVTMENT PATCHING to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".

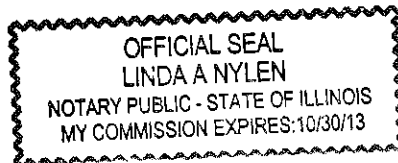
By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 28th day of

April, 2011.

[Signature]
Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

CROWNEY-SHEPPARD ASPHALT INC, as part of its proposal on a contract for
(name of contractor)

VIL OF OAK PARK - PAVEMENT PATCHING to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

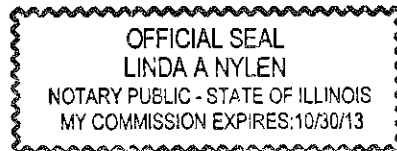
By: [Signature]
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 29th day of

April, 2011.

[Signature]
Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

R.A. SHEPPARD, being first duly sworn, deposes and says: that he/she is PRESIDENT of (partner, officer, owner, etc.)

CRAWLEY-SHEPPARD ASPHALT INC.
(contractor)

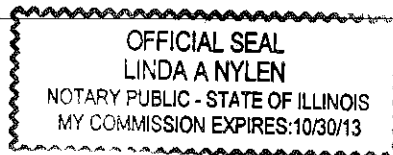
The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

[Signature], PRESIDENT
(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to their 28th day of April, 2011.

[Signature]
Notary Public



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements:

The following forms must be completed in their entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI

**FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

R.A. SHEDDARD, being first duly sworn, deposes and says that
(name of person making the Affidavit)

PRESIDENT of CROWLEY-SHEDDARD ASPHALT INC. and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that CROWLEY-SHEDDARD
(Name of

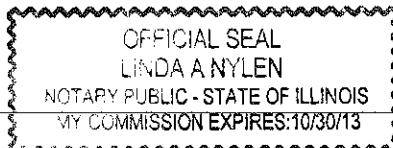
ASPHALT INC. is an "Equal Opportunity Employer" as defined by Section 2000
company)

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

[Signature]

Subscribed and sworn to before

me their 28th day of
April, 2011.



[Signature]
Notary Public

RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK
E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing their form, contact Jim Budrick (708) 358-5722.

1. Vendor Name: CROWLEY-SHEPPARD ASPHALT INC

2. Check here if your firm is:
 MBE
 WBE
 DBE
 Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?
26 Number of full-time employees
 Number of part-time employees

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

RETURN THIS PAGE WITH BID

VII (Continued)
VILLAGE OF OAK PARK
EEO REPORT

Vendor Name Crowley-Sheppard Asphalt Inc

Total Employees 26

Job Categories	Total Employees	Males				Females				Total Minorities
		Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2									
Professionals	3									
Technicians	1		1							1
Sales Workers	2									
Office & Clerical	2									
Semi-Skilled	5		1							1
Laborers	3		1							1
Service Workers	8		4							4
TOTAL	26		7							7
Management Trainees										
Apprentices										

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

An EEO-1 Report may be submitted in lieu of this report.

R.A. Sheppard, being first duly sworn, deposes and says that he/she is the President (Title or Officer) of Crowley Sheppard Inc and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 5th day of MAY, 2011.

Linda A. Nylen (Signature) 5-5-11 (Date)



RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

SCHEDULE C:

VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm: NONE Contract #:

Address: City/State/Zip:

Contact Person: Phone: Fax:

Certification Expiration Date: Race/Gender:

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[] No [] Yes - Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this day of , 20 ,

(SEAL)

Signature of Notary Public

My Commission expires on

RETURN THIS PAGE WITH BID

CONTRACT NO: _____

**SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm: <i>NONE</i>		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$		%	Schedule C attached? [] Yes [] No
Description of Commodity/Service:			

RETURN THIS PAGE WITH BID

Total MBE \$	_____	_____	%
Total WBE \$	_____	_____	%
Grand Total MBE \$	_____	_____	%
Grand Total WBE \$	_____	_____	

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _____ day of _____, 20____, the above signed officers _____, (names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

(SEAL)

Commission Expires: _____

RETURN THIS PAGE WITH BID

NO PROPOSAL EXPLANATION

Project _____

If your firm does not wish to submit a proposal on the attached specifications, please return the *Request For Proposal* along with any comments you may have concerning the proposal or any related factors you feel were areas that prevented your firm from submitting the proposal.

Thank you.

G

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION


AGENDA ITEM COMMENTARY


Item Title: Motion To Accept Recommendation to Approve Parking Restriction Changes on the 1200 Block of Columbian Avenue And Direct Staff to Prepare the Necessary Ordinance

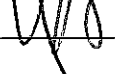
Resolution or Ordinance No. _____

Date of Board Action May 16, 2011

Submitted by: Paul Aeschleman, Chairperson of the Transportation Commission

Staff Review:
Village Engineer _____

Jim Budrick

Interim Parking Manager _____

Cara Pavlicek

Village Manager's Office _____


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

Transportation Commission Meetings
March 28, 2011

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

The Transportation Commission held a hearing on March 28, 2011 and passed a motion to remove the existing "No Parking 8am-10am Monday thru Friday" restriction and to increase the existing "2 Hour 10am-5pm" parking restriction to a "4 Hour 10am-5pm" parking restriction on the 1200 block of Columbian Avenue as petitioned by residents of the block.

The residents requested the restriction changes because fewer businesses now exist in the vicinity with a demand for parking on North Avenue; therefore less restrictive parking regulations would accommodate the residents' daytime parking needs.

A map identifying existing restrictions on the 1200 block of Columbian Avenue and adjacent blocks is attached.

Transportation Commission Recommendations That Require Board Action:

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION RECOMMENDATION

AGENDA ITEM COMMENTARY

Remove the existing "No Parking 8am-10am Monday thru Friday" restriction and increase the existing "2 Hour 10am-5pm" parking restriction to a "4 Hour 10am-5pm" parking restriction on the 1200 block of Columbian Avenue.

Staff concurs with the recommended changes.

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

As recommended by the Transportation Commission, staff estimates the approximated cost associated with parking restrictions changes at \$600. The FY 2011 budget provides \$17,857 for signage changes in the Parking Fund in account no. 5060-43770-786-560634. This account has a current balance of \$17,069.25

Proposed Staff Action (if different):

Staff agrees with all recommended changes.

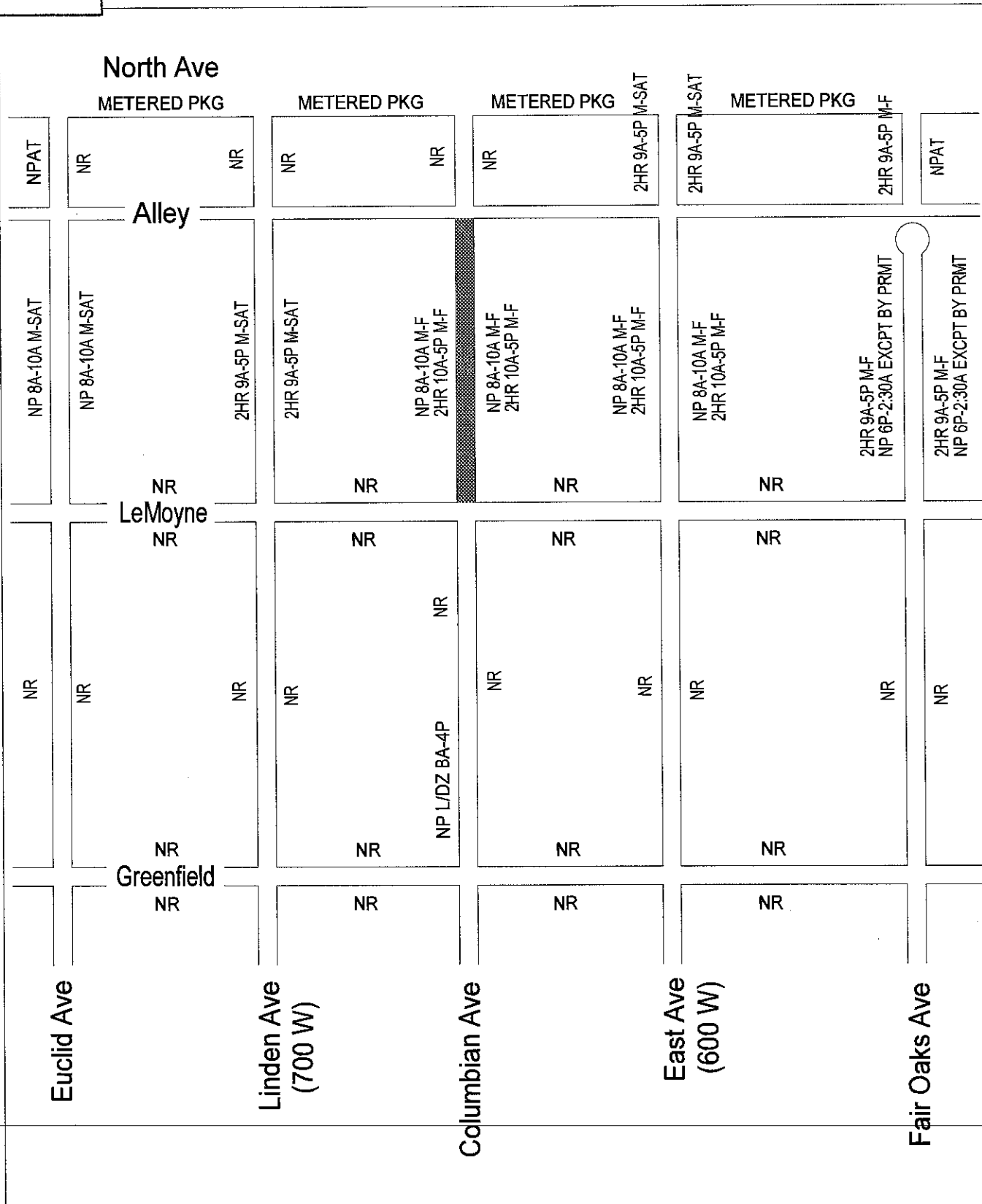
Proposed Commission Action:

Motion to Accept Recommendation to Approve Parking Restriction Changes on the 1200 Block of Columbian Avenue and Direct Staff to Prepare the Necessary Ordinance

Exhibits Included in this Agenda Item Commentary Are:

1) Exhibit A – Map

EXHIBIT A



Engineering Division

Scale: 1" = Ft.
By: MJK Date: 03/22/11

EXISTING PARKING RESTRICTIONS
ON THE 1200 BLOCK OF COLUMBIAN
AND ADJACENT STREETS

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

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

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

Excused: Chair Paul Aeschleman and Jack Chalabian II

Absent:

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

Approval Of Tonight's Meeting

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

Approval Of Draft Minutes From Previous Meetings

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

ITEM# 7 REVIEW OF FINAL DRAFT SPEED TABLE POLICY

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

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

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

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

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

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

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

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

Ms. Brown advised that staff supports the petition.

Public Testimony

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

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

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

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

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

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

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

Commissioner Abbott questioned staff about the demand and supply for passes and what drove the Village to changing the parking pass system. Ms. Tamas stated that there is an extreme demand for changes to the current system as people are quickly running out of overnight passes. She also mentioned that the current system is not codified, but the new pass system will be codified.

Commissioner Frangos asked how the selected lots were chosen for overnight pass parking. Ms. Tamas stated that the lots were chosen based on usage. She advised that the Commission will have the opportunity to discuss the proposed process for passes at a future meeting with the Parking Services Manager.

Commissioner Lazlo asked who originally designed the Village lot signage. Jim Budrick stated that a vendor (graphic designer) did.

Commissioner Lazlo suggested affixing a sticker (similar to a bumper sticker) to the existing lot signage or pay machine to make the public aware of the new overnight passes.

Commissioner Abbott recommended displaying a simple logo with distinctive coloring on the existing lot signs, and the Village's web page should reflect the same association with instant identification.

The Commissioners concurred that signage concerning the new overnight passes for lots should be made available to the public. The Commission advised that they look forward to discussing this item in greater detail at the next meeting.

Adjournment:

There being no other business, it was moved and seconded to adjourn. The motion was approved unanimously by voice vote. The meeting was adjourned at 7:55 PM.

Respectfully submitted,

Tina R. Brown, Parking Restrictions Coordinator
Parking Services Division


VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

#

Item Title: Ordinance Amending Chapter 15, Article 1 of the Village Code Entitled "Motor Vehicles and Traffic; In General" by Adding a New Section 26 Entitled "Parking Offenses Related to Time Restrictions, Time Limits and Prohibited Parking for Designated Areas"

Resolution or Ordinance No. _____

Date of Board Action: May 16, 2011

Submitted by: 
Cara Pavlicek, Interim Manager Parking and Mobility Services

Reviewed by: _____
Jim Budrick, Village Engineer

Village Manager's Office:  _____

Item History (Previous Board Review, Related Action, History):
Pursuant to the Village Code the Board of Trustees establishes parking regulations, which are primarily captured in Chapter 15. In addition, it is necessary on a bi-annual basis that the Board approves a comprehensive street map of the Village which identifies all existing Daytime Parking Restrictions, inclusive of changes recommended to date by the Transportation Commission and authorized by the Board of Trustees.

Attached is the current "Village of Oak Park Daytime Parking Restrictions" map. The map shows the following on-street daytime parking restrictions:

- Time Restrictions (e.g. No Parking Monday – Friday 8 am - 10 am *not inclusive of weekly street cleaning restrictions within the On-Street Overnight Permit Parking areas*).
- Time Limits (e.g. maximum parking of 2 hours Monday – Friday 9 am – 5 pm)
- Resident Daytime Permit Parking
- Non-Resident Daytime Permit Parking (e.g. Student Permits as established in 15-3-18 of the Village Code.)
- No Parking Anytime

The Daytime Parking Restrictions map does not include parking restrictions that are traffic safety related (e.g. "No Parking Here to Corner" locations, crosswalks, driveways). Further, the Daytime Parking Restrictions map does not include on-street parking meter locations, loading zones or designated disabled parking locations.

Item Policy Commentary (Key Points, Current Issue, Recommendation):
Beginning in 2012, staff will present the Daytime Parking Restrictions Map for approval in January and July each year. This will allow for the Map to be regularly updated to reflect any changes recommended by the Transportation Commission and authorized by the Board of Trustees.

Item Budget Commentary: (Account #; Balance; Cost of contract)
N/A.

Proposed Action: Approval of the Ordinance.

**ORDINANCE AMENDING CHAPTER 15, ARTICLE 1 OF
THE VILLAGE CODE ENTITLED “MOTOR VEHICLES AND
TRAFFIC; IN GENERAL” BY ADDING A NEW SECTION 26
ENTITLED “PARKING OFFENSES RELATED TO TIME
RESTRICTIONS, TIME LIMITS AND PROHIBITED
PARKING FOR DESIGNATED AREAS”**

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 1 of the Village Code entitled “Motor Vehicles and Traffic; In General” is hereby amended by adding a new Section 26 entitled “Parking Offenses Related to Time Restrictions, Time Limits and Prohibited Parking for Designated Areas” to read as follows:

**15-1-26: PARKING OFFENSES RELATED TO TIME RESTRICTIONS,
TIME LIMITS AND PROHIBITED PARKING FOR DESIGNATED AREAS**

It shall be unlawful to park a vehicle in violation of the time restrictions (e.g., no parking 8:00 to 10:00 a.m.), time limits (e.g., 2 hours maximum parking) and prohibited parking areas designated on the Map attached hereto as Exhibit A provided such areas are properly posted with signage that clearly sets forth such parking time restrictions, time limitations or prohibitions.

The Map attached hereto as Exhibit A shall be updated by ordinance amendment on a semiannual basis.

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote as

follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

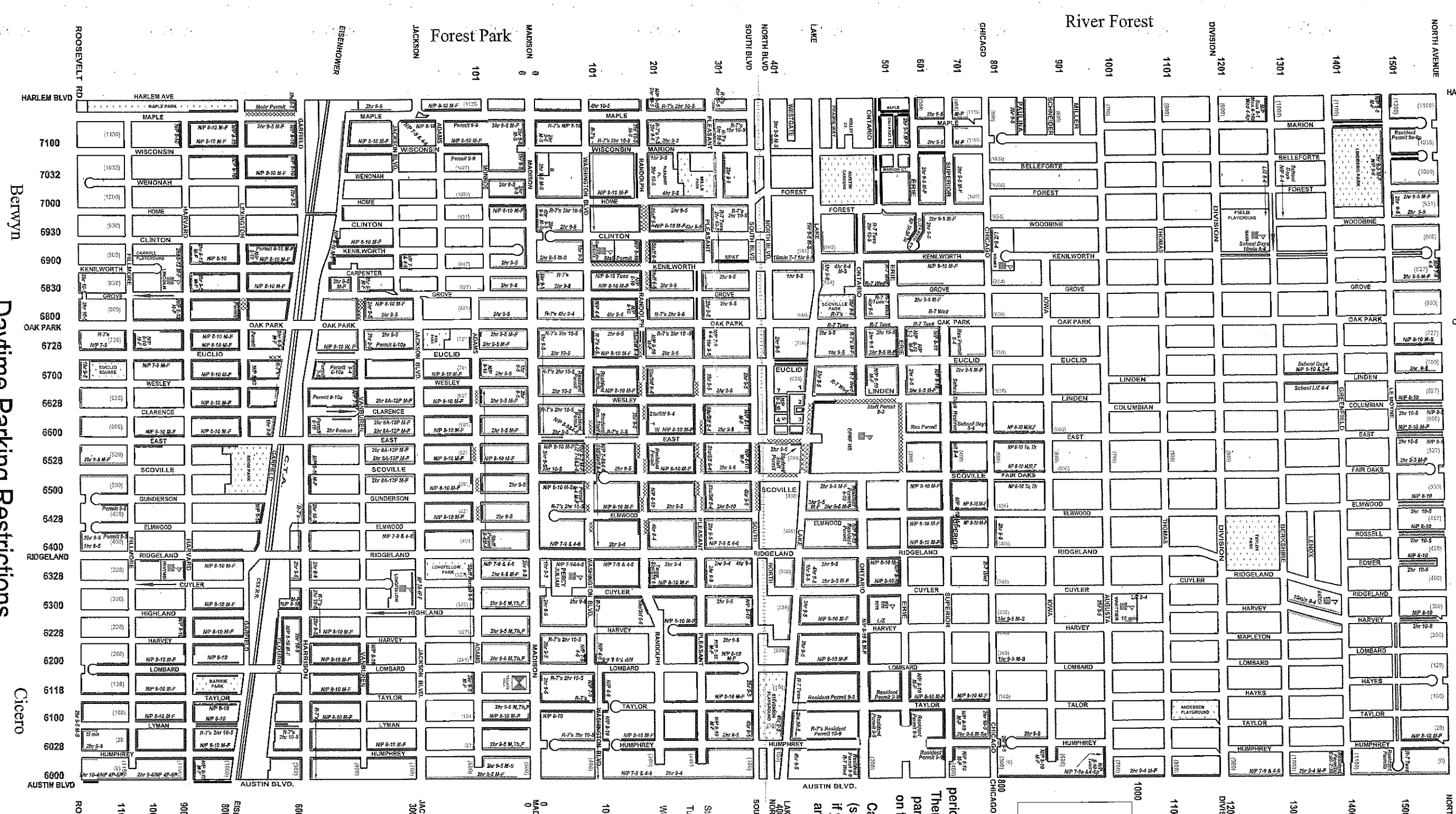
Published by me in pamphlet form this ____ day of _____, 2011.

Teresa Powell
Village Clerk

Village of Oak Park



Exhibit A



LEGEND

- Time Restrictions
- Time Limits
- No Parking Anytime
- Resident Daytime Permit Parking
- Non-Resident Daytime Permit Parking

This map is periodically updated. Therefore, follow the parking restrictions on the posted signs. Call (708) 358-7275 (select option 4) if you have any questions

Street Cleaning
 Tue: east side (even)
 north side (even)
 Wed: west side (odd)
 south side (odd)

Daytime Parking Restrictions

This map is periodically updated. Therefore, follow the parking restrictions on the posted signs.

Revised on 02/23/11
 C:\GIS\Parking\copy_of_VOP\StreetSigns_Rev20110223a.dc

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

I

Item Title: Ordinance Further Amending Ordinance 1988-0-58 Establishing On-Street Overnight Permit Parking in R-7 Zoned Districts as Previously Amended by Ordinance 2009-0-57, Ordinance 2008-0-050, Ordinance 2008-0-010, Ordinance 2005-0-022, Ordinance 2004-0-07, Ordinance 1995-0-68 and Ordinance 1994-0-60

Resolution or Ordinance No. _____

Date of Board Action: May 16, 2011

Submitted by: _____


Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office: _____

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

An ordinance amendment has been prepared to adopt the following actions, as previously recommended by the Transportation Commission and subsequently accepted conceptually by the Board of Trustees on November 15, 2010, as part of their regular meeting:

- Extend On-Street Overnight Permit Parking in Area Z-4 to include the spaces on the west side of the 50 block of Lombard; and
- Split the Y9 Area into two distinct geographical zones by creating a new "Z9" Area on Austin from Madison to Harrison and Harrison from Austin to Ridgeland. The balance of existing Y9 Area on Harrison from Ridgeland to Euclid would remain unchanged.
- Remove existing overnight permit parking from the new Z9 Area from Harrison, southside of street, between Highland and Harvey.
- Add overnight permit parking in the new Z9 Area on east and west sides of Cuyler south of Harrison to alley.
- Eliminate overnight permit parking in enclave Lot 49S at 901 S Lombard (west side only) and retain 11 metered spaces to regulate daytime parking.
- Convert overnight permit parking in enclave Lot 49N at 844 S Lombard (east side only) to Z9 overnight, on-street permit parking and retain 6 metered spaces to regulate daytime parking.
- Eliminate that portion of overnight permit parking on the northside of enclave Lot 76 at 128 Harrison Street (north and south side of Harrison between Lombard and Taylor).
- Convert that portion of overnight permit parking on the southside of enclave Lot 76 at 128 Harrison Street (north and south side of Harrison between Lombard and Taylor) to Z9 overnight, on-street permit parking.
- Convert overnight permit parking in enclave Lot 77 at 13 Harrison Street (north and south side of Harrison between Lyman and Humphrey) to Z9 overnight, on-street permit parking.
- Eliminate that portion of overnight permit parking on the southside of enclave Lot 78 at 12 Harrison Street (north and south side of Harrison between Humphrey and Austin).

- Convert that portion of overnight permit parking on the northside of enclave Lot 78 at 12 Harrison Street (north and south side of Harrison between Humphrey and Austin) to Z9 overnight, on-street permit parking.

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

Transportation Commission and staff conducted an analysis of the parking and transportation challenges which exist in the Oak Park Arts District on Harrison Street and the impact of the existing parking restrictions on Harrison between Humphrey and Ridgeland on the residents, employees and visitors to the area. Permit parking along this stretch of Harrison has been in place for over a decade and does not include many of the "shared parking" concepts that have been implemented successfully in other areas of the Village.

The Village receives regular complaints about the lack of legal public parking near area businesses, even when the parking is unoccupied, as current permit parking times restrict parking to visitors to the area. Additional, restaurant patrons also experience ticketing when in many locations when they are parked past 10 pm - the time at which permit parking in both on-street Enclave Permit Parking Lots and the On-Street Overnight Zone currently begins. By resolution being presented via separate agenda item, a new uniform time of overnight permit parking between 11 pm and 6 am is being presented. This change does not limit a permit holder from parking in the Zone prior to 11 pm or after 6 am, rather it changes the time that parking in the Zone is exclusive to a permit holder.

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

The proposed FY 2010 budget provides \$25,000 for signage changes in the Parking Fund in account no. 5060-43770-786-560634. This account has a current balance of \$17,367. The changes proposed herein will cost at estimated \$900.

Proposed Action: Approval of the Ordinance.

**ORDINANCE FURTHER AMENDING ORDINANCE 1988-0-58
ESTABLISHING ON-STREET OVERNIGHT PERMIT PARKING IN
R-7 ZONED DISTRICTS AS PREVIOUSLY AMENDED BY
ORDINANCE 2009-O-57, ORDINANCE 2008-O-050,
ORDINANCE 2008-O-010, ORDINANCE 2005-O-022, ORDINANCE 2004-O-07,
ORDINANCE 1995-O-68 AND ORDINANCE 1994-0-60**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, acting pursuant to its home rule powers established under Article VII Section 6 of the Illinois Constitution, that Ordinance 1988-0-58 as previously amended by Ordinance 2009-O-057, Ordinance 2008-O-050, Ordinance 2008-O-010- Ordinance 2005-O-022, Ordinance 2004-O-07, Ordinance 1995-O-68 and Ordinance 1994-0-60 is hereby further amended in its entirety to read as follows:

SECTION 1: FINDINGS

1. That 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 R-7 zoned areas which allow alternate side on-street overnight parking by permit only.

2. That the overnight parking ban has benefited the public health, safety and welfare 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.

3. 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.

4. That the number of vehicles per residence in the Village of Oak Park has increased dramatically since the inception of the overnight parking restrictions more than 50 years ago.

5. That many of Oak Park's larger multiple family dwellings are more than 50 years of age and provide little or no off-street parking of any kind for tenants.

6. That the Village, in an effort to provide needed off-street overnight parking while maintaining the overnight on-street parking ban in effect, has developed a system of 98 Village-owned or Village-leased parking lots, providing Oak Park residents with approximately 3,610 off-street parking spaces.

7. That during the period from 1986 to 1993 the Village has created a total of 748 off-street parking spaces, accommodating vehicles in the high population density multiple family dwelling areas of the Village. Additionally, through the on-street permit-parking program, the Village has created approximately 1,900 on-street permitted spaces.

8. That in spite of these efforts, the parking shortage in many of the high population density multiple family dwelling areas remains critical, with the number of new vehicles requiring parking spaces increasing at a rate greater than the Village's ability to provide additional parking.

9. That in response to this continuing, critical parking shortage, the Village of Oak Park staff formed a parking committee in 1993 to study the parking problem and to provide alternative solutions.

10. Since the inception of the on-street, overnight permit parking program in the R-7 zoned districts, the number of vehicles found to be in violation of the overnight parking ban in the approved permit parking areas has decreased significantly but continues to be a problem in spite of vigorous enforcement of the overnight parking ban and the permit parking ordinance. From January 1, 1993 through December 31, 1993, the Village issued 55,180 night parking citations. From January 1, 1994 to June 30, 1994, the Village issued 28,275 night parking citations. These citations are primarily issued in the high population density multiple family dwelling areas. Additionally, from January 1, 1993 through December 1, 1993, the Village issued 16,187 "no parking permit" violation citations. From January 1, 1994 through June 30, 1994, the Village issued 8,849 "no parking permit" violation citations.

11. That revenues from the special parking fund created by Ordinance 1988-0-58 are being used to create additional off-street overnight parking to alleviate on-street overnight parking demand in the R-7 zoned districts.

12. That in spite of the additional off-street parking and limited on-street permit parking provided by the Village thus far, and in spite of the vigorous enforcement of the overnight parking ban, significant numbers of vehicles continue to park illegally on the streets of the high population density multiple family dwelling areas of the Village.

13. That many of the high population density multiple family areas continue to not provide sufficient alternative legal parking opportunities for tenants.

14. That the lack of parking alternatives and the continued illegal overnight parking on the streets of the high population density multiple family dwelling areas continues to hinder the stated goals of the overnight parking ban in these areas, which are public safety and street maintenances.

15. The majority of Oak Park's multiple family dwellings consist of buildings that are sixty (60) or more years of age and do not provide off-street parking. The percentage of prospective tenants for the buildings who do not own vehicles is decreasing, while the percentage of households owning two or more vehicles continues to increase. Of the 11,604 multiple family residential housing units within the Village of Oak Park, forty-nine (49) percent, or 5,585 of these housing units do not have on-site parking.

16. That over 2,000 vehicle owner multiple family unit residents are currently in need of, or seeking, parking in 1994.

17. That stability in the Oak Park housing stock is directly affected by the lack of available parking in that a primary cause of resident turnover in multiple family residential units is the lack of convenient multiple family resident parking.

18. That the amendment of the current residential, alternate side overnight on-street permit parking system to residential, dual side overnight on-street permit parking in designated areas within the multiple family zoned districts, which can demonstrate both a critical parking need and no adequate alternative parking

solutions, will provide an effective partial solution to the parking problem in the high population density multiple family dwelling areas, while forwarding the stated public purposes of public safety and street maintenance which provide the basis for the original overnight on-street parking ban in those areas.

19. The elimination of illegally parked vehicles, while providing a permit system through which police can now identify the legally parked vehicles which remain on the street, will enhance police surveillance efforts.

20. The Public Works Department has developed a plan to provide daytime street sweeping and maintenance operations in the high population density multiple family dwelling areas. A more effective use of Village government equipment and manpower resources can be made by handling all street maintenance operations for the rest of the Village on an overnight basis, while providing street maintenance operations in high population density multiple family areas between the hours of 8 A.M. and 10 A.M. This will be accomplished by instituting "no parking 8 A.M. to 10 A.M." restrictions in all areas where on-street permit parking is instituted.

21. That restricting on-street overnight parking to residents in these already congested parking areas will provide the additional following benefits: reduce hazardous traffic conditions resulting from parking on affected streets by persons who are not residents of the area; protect the residential area from polluted air, excessive noise and trash and refuse caused by the entry and parking of non-residential vehicles; preserve the character of the area as a residential district; promote the efficient and effective maintenance of those affected streets in a clean and safe

condition; preserve the value of the property in the residential district; preserve the safety of pedestrians and improve traffic safety and the general peace, good order, comfort, convenience and welfare of the inhabitants of the area.

22. That continuous staff review and reporting have been a part of the overnight on-street permit parking program established under Ordinance 1988-0-58 and that the results of this review indicate that the on-street permit parking program effectively forwards the stated goals of the Village's overnight parking ban, while providing necessary relief from the unique parking problems found in the densely populated multiple family zoned districts.

SECTION 2: PARKING PERMITS

1. The President and Board of Trustees may establish residential overnight on-street permit parking within any area designated on the map attached hereto as Exhibit A. Except where alternative hours are otherwise established by Resolution of the Board for a specific permit parking area, overnight on-street permit parking hours shall be 9:00 p.m. to 10:00 a.m., 6 days per week with permit parking terminating at 8:00 a.m. on Tuesdays along the north and east sides of streets designated as on-street overnight permit parking streets and on Wednesdays along the south and west sides of streets designated as on-street overnight permit parking streets. The permit parking hours for all or portions of a given permit parking area may be varied by Resolution of the President and Board of Trustees, based upon the unique parking needs of that area.

- a. Parking shall be prohibited from 8 A.M. to 10 A.M on Tuesdays on the north and east sides and on Wednesdays on the south and west sides of all streets for which permits are issued for overnight on-street parking.
- b. Ten percent (10%) of the available parking spaces on any block for which permit parking is being instituted shall be set aside for visitor permit parking and shall remain subject to the overnight parking prohibition between the hours of 2:30 A.M. and 6:00 A.M.
- c. Areas which have already been designated as permit parking areas under the previous alternate side permit parking ordinance will continue to maintain their designation as on-street permit parking areas under the dual side, permit parking system created by this ordinance.

2. The residential overnight on-street permit parking system is hereby instituted and shall include:

- a. Public streets or portions of public streets within the Village which are included on at least one side in an area designated under the Oak Park Zoning Ordinance as R-7 "multiple-family";
- b. Street frontage adjacent to property located within five hundred (500) feet of an R-7 multiple-family zoned district, or within 500 feet of a retail or commercial zoned district adjacent to an R-7 zoned district, which contains a multiple family dwelling

containing four (4) or more dwelling units which is owned and operated as a legal non conforming use as defined in the Village Zoning Ordinance;

- c. Public streets, or portions of public streets, within the Village which are included on at least one side within an area which is adjacent to an R-7 zoned district;
- d. Street frontage adjacent to publicly owned property which is adjacent to an R-7 multiple family zoned district;
- e. That portion of the south side of Pleasant Street, from Kenilworth Avenue to a point 169 feet west of Kenilworth Avenue, and on that portion of the north side of Pleasant Street from Grove Avenue to Kenilworth Avenue, which represent portions of Pleasant Avenue adjacent to multiple family dwelling frontage within an R-6 zoned district; and
- f. Permit parkers in enclave permit parking areas located within or adjacent to R-7 on-street, overnight permit parking areas may be subjected to the same conditions and requirements as all other R-7 on-street, overnight permit parkers.

Provided, however, that when the lineal feet of single family residential frontage for any block within the "multiple family" zoned district exceeds fifty percent (50%) of the total lineal feet of frontage for such block, then that block shall be excluded from the area eligible for

residential overnight on-street permit parking, except for non conforming multiple family dwellings which are eligible for on-street permit parking under category (b) above. On-street, overnight permit parking may be instituted on the street frontage adjacent to and coterminous with the property boundaries of eligible non conforming multiple family dwellings as set forth above without regard to the percentage of single family residential footage on the block which contains the subject non conforming multiple family dwelling.

3. It is further provided that overnight on-street permit parking shall not be permitted in any area unless the following occurs:

a. Overnight on-street permit parking for a designated area is first:

i. Recommended to the President and Board of Trustees by the Village Manager, based upon representations by the Police Department, the Public Works Department and the Parking Division of the Community Development Department that the number of vehicles owned and kept by persons residing in a given area substantially exceeds the number of off-street parking spaces reasonably available to the residents of said area; or

ii. Requested by a petition signed either by at least one adult resident per dwelling unit residing within fifty-one percent of the dwelling units contained in a given area or

the owners of seventy-five percent of the dwelling units contained in a given area.

- b. Upon receipt of either a written recommendation by the Village Manager or a resident or owner petition meeting the above established requirements, the President and Board of Trustees shall refer the recommendation or petition to the Transportation Commission to conduct a public hearing, receive evidence and testimony, and make a recommendation back to the President and Board of Trustees based upon the criteria set forth herein.

4. Overnight on-street permit parking shall not be established unless the President and Board of Trustees finds in its formal findings of fact that the following criteria are met:

- a. The proposed overnight on-street permit parking area has a severe overnight off-street parking shortage;
- b. No reasonable or reasonably prospective solution to the shortage of overnight off-street parking can be identified;
- c. The establishment of overnight on-street permit parking will substantially improve existing conditions for effective policing and street maintenance; and
- d. It is in the best interest of the designated area and the community as a whole to permit residential overnight on-street permit parking in the designated area.

5. The Board of Trustees may, upon the Village Manager or his designee giving thirty days notice to the affected permit parkers, revoke the overnight on-street permit parking designation of any area in which additional overnight off-street parking has, in the judgment of the Village Board, substantially eliminated the critical overnight off-street parking shortage in the particular area. The Village Manager or his designee shall provide such notice to the affected permit parkers at the direction of the Village Board.

SECTION 3: ISSUANCE OF PERMITS

1. Permits will be issued to residents of approved permit parking areas, allowing them to park one vehicle per dwelling unit overnight on the designated sides of streets contained within the permit parking area, provided the total number of permits issued for each area shall not exceed 90% of the total number of parking spaces available in that area. If additional permit parking remains available in a given permit parking area after the due date for the purchase of quarterly parking permits, a second parking permit may be issued quarterly per dwelling unit on a first come, first served basis. Residency within the area shall be established through the production of one piece of identification and the number of a current Village of Oak Park vehicle license held by such resident, which identifies the vehicle for which the overnight on-street parking permit is being sought. Residents in one permit parking area may be issued permits to park in an adjacent permit parking area, if all available permits have been issued in the resident's permit parking area and permits remain available in the adjacent permit parking area.

2. No permit shall be issued to the registered owner of any vehicle for which there are outstanding Village parking citations and/or for which a required current Village vehicle license has not been purchased.

3. No person shall park a vehicle in a designated permit parking area during the regulated time period unless said person shall have a current residential overnight on-street parking permit issued by the Village of Oak Park affixed to the upper left hand corner of the vehicle's rear window.

4. All other existing or newly adopted parking restrictions, in addition to the permit parking restrictions, shall be in full force and effect in any designated permit parking area and shall be enforced against all persons, including those persons who possess valid parking permits.

5. No permit shall be issued to a resident of any designated area when Village overnight off-street parking is available to the resident within one block of such person's residence.

SECTION 4: FEES

Fees for overnight on-street residential parking permits shall be established in Chapter 15, Article 3, Section 18 of the Village Code. These fees shall cover the Village's costs of administering and enforcing the overnight permit parking program and shall be refunded upon request on a pro rata basis to individuals who no longer park their vehicles overnight on public streets within the Village. Fees which are not expended to cover the costs of administering and enforcing the overnight on-street permit parking program shall be deposited in a fund entitled the Overnight Off-Street

Parking Fund, which shall be used exclusively for the provision of additional overnight off-street parking for the areas designated in the map attached hereto as Exhibit A.

SECTION 5: DESIGNATION OF PERMIT SPACES

The Public Works Department shall post signs in the permit parking area as established in Exhibit A indicating the designated permit parking spaces, times of enforcement, and further indicating that no person shall park in such space or area at the designated times without a valid parking permit. Exhibit A establishes the on-street overnight permit parking areas as Y1, Y2, Y3, Y4, Y5, Y6, Y7, Y8, Y9, Z1, Z2, Z3, Z4, Z5, Z6, Z7 and Z9.

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May 2011.

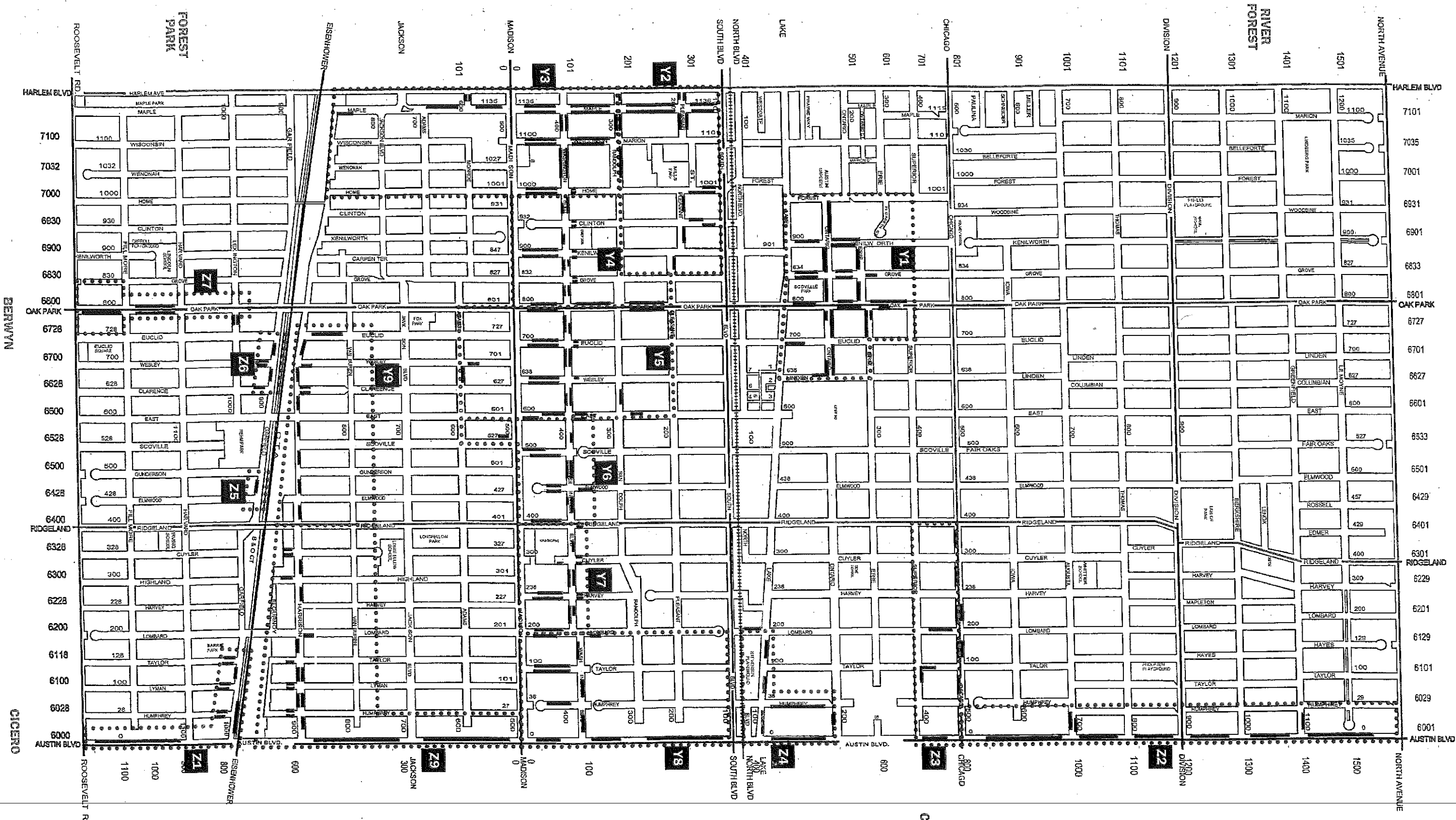
David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Exhibit A On-Street Overnight Permit Parking Areas



Legend

- On-street permit parking zone
- On-street parking area *

* This map is a graphic representation of the parking areas. Always park in areas designated by signs in the field and follow applicable parking guidelines.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

J

Item Title: Resolution Authorizing a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc., for Ongoing Consulting Engineering Services at the Holley Court Parking Garage.

Resolution or Ordinance No. _____

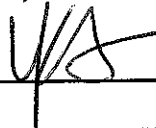
Date of Board Action: May 16, 2011

Submitted by:



Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office:



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

This item is to specifically approve ongoing consulting engineering services by WJE for the Holley Court Parking Garage. This contract is being brought forward to the Board for approval as this same vendor has had a prior Professional Services Agreement with the Village in an amount greater than \$25,000 thus requiring Village Board approval for this new agreement.

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

The Village continues to maintain parking restrictions along the western most wall of the parking structure and a portion of the roof that were implemented in September and October 2010. At the end of December 2010 additional parking restrictions were implemented on a small area of the fourth, fifth and sixth floor (near the south-center cross over). As a result, about 72 interior parking spaces of the approximately 1,200 spaces in the Holley Court Parking Garage are out of service temporarily due to a maintenance issue. In addition, 48 rooftop spaces are out of service at this time.

Repairs are expected to be completed during the 2011 construction season.

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

The FY 2011 budget provides funding for contractual services and related expenditures in the Parking Fund in account no. 5060-43770-530660. To date, the Village has expended \$10,552.50 in this account and \$353,747.50 in budget authority remain.

Proposed Action: Approval of the Resolution.

RESOLUTION

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WISS, JANNEY, ELSTNER ASSOCIATES, INC., FOR ONGOING CONSULTING ENGINEERING SERVICES AT THE HOLLEY COURT PARKING GARAGE AND WAIVING THE BID PROCESS.

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to sign a Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc., Chicago, IL, for ongoing consulting engineering services related to the Holley Court public parking structure as provided for in the March 23, 2011 Professional Services Agreement. The contract shall substantially conform to the contract attached hereto as Exhibit A dated March 23, 2011 and made part hereof.

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

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

ADOPTED this 16th day of May 16, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

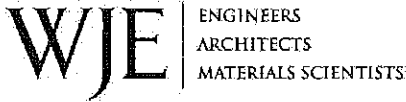
ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



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

Via E-mail

March 23, 2011

Mr. John Wielebnicki
Director of Public Works
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302-2702

Re: Holley Court Parking Garage Expansion
Review of White/Peterman Strengthening Plans
WJE No. 2010.4171.4

Dear Mr. Wielebnicki:

At your request, Wiss, Janney, Elstner Inc. (WJE) is presenting this proposal to the Village of Oak Park (VOP) for ongoing consulting engineering services on the Village of Oak Park Holley Court Parking Structure Expansion located between Ontario and Lake Streets on Harlem Avenue in Oak Park, Illinois.

Based on our meeting on March 22, 2011, at Village Hall, we propose to review submittals from White/Peterman on proposals for repairing conditions identified in our report dated February 17, 2011. White/Peterman is the developer of a multi-use, but primarily residential, mid-rise building project that included the expansion to the existing parking structure at Holley Court.

Our February 17, 2011, report identified certain conditions that need to be addressed on an expedited basis, and it gave conceptual repair details on how to address those conditions. White/Peterman has indicated that it agrees with the report findings and that they plan to use carbon fiber wrapping as a first choice of strengthening method and whatever other systems are necessary to address the conditions we identified and that satisfy the applicable building code and WJE as reviewers of the proposals.

We plan to perform the following tasks:

- Attend meetings to review proposals and discuss calculations, concepts and details prepared by for strengthening members. We have already attended two meetings that will be charged to this new project number and billed to the VOP.
- Review written submittals of reports by White/Peterman and its engineers describing the results of Non-Destructive Evaluation (NDE) tests locating the reinforcing in members to be strengthened.
- Review reports that White/Peterman and its engineers have prepared on the conditions that we have identified.
- Communicate by phone or email with engineers working for White/Peterman if they or we have questions for the other.
- Provide other assistance like attending telephone calls and telephone conference calls as necessary to respond to proposals presented by White/Peterman or its engineers.

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

- Communicate with the VOP staff responding to their questions or as necessary for WJE to keep the VOP informed on the progress of our work in this matter.
- Send a short weekly written synopsis of actions and progress on the above matter. Each synopsis will include a list of any fees billed to the Village for work performed that week.

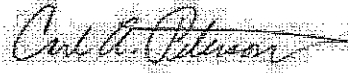
We propose to provide these services on a time and expense basis in accordance with the rate schedule that is in effect at the time the work is performed. At present, the hourly rates of Carl Peterson and Nick Chow are \$235 per hour and \$155 per hour, respectively. It is possible that other classifications of employees will be utilized. Enclosed you will find a rate schedule that is applicable to this type of work until the end of 2011. After that time, we reserve the right to change our rate schedule as is typical of our past experience as the cost of living changes.

Our work will be performed in accordance with and subject to the enclosed terms and conditions dated October 1, 2009, and amended with handwritten notes provided in earlier recent contracts with the VOP. If you accept this proposal please sign and date below and forward to us via email.

If you have any questions about our report or this letter, please feel free to call us.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Carl A. Peterson, SE
Project Manager and Principal

CAP:mlv
Enclosures

Agreed and approved

Name: _____ (please print)

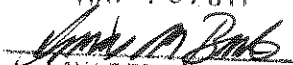
Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011

LAW DEPARTMENT



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

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

Schedule of Hourly Time Charges

Professional Staff		Professional Support Staff	
Senior Principal	\$275.00	Senior Specialist	\$120.00
Principal	235.00	Specialist	100.00
Associate Principal	195.00		
Senior Associate	175.00	Senior Technician	\$90.00
Associate III	155.00	Technician II	80.00
Associate II	135.00	Technician I	60.00
Associate I	115.00		

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston
Los Angeles | Minneapolis | New Haven | New York | Princeton | San Francisco | Seattle | Washington, DC

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate

schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars ^{within 30 days of} receipt of the invoice. ~~Invoices considered past due are subject to any related attorneys' fees and collection expenses.~~ ^{upon} WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. ^{will} WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever. ^{will provide the village with all reports, test results, data and information obtained or created as a result of the services provide however, that}

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of

Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

K

Item Title: Resolution Authorizing Execution of an Agreement between the Village of Oak Park and the Dombrowski Christmas Tree Farm for the use of Lot #116 at Northeast Corner Oak Park Avenue and Madison.

Resolution or Ordinance No. _____

Date of Board Action: May 16, 2011

Submitted by: _____

Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office: _____

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

In January 2005, the Village acquired the 125 space parking lot at the northeast corner of Oak Park Avenue and Madison as part of the Foley-Rice Business Retention Agreement and Foley-Rice used the lot through March of 2007 for car storage during the remodeling of the dealership.

Subsequently, the Village approved use of the Lot by Fenwick High School from March of 2007 through January 2008 for construction worker parking during the construction of an addition to the High School. Since this time, the Village has approved multiple agreement for shared use of the lot, now referred to a parking lot #116 as follows:

- Two consecutive agreements with Fenwick High School use of 100 spaces in the lot for student parking subject to applicable parking permit fees. The most recent agreement expires in June of 2011.
- Two consecutive agreements with Dombrowski Christmas Tree Farm for use of 25 spaces. The most recent agreement expired in December of 2010.
- One agreement with the Oak Park Arms for use of 25 spaces in the lot for employee parking subject to applicable parking permit fees. The most recent agreement expires in June 2011.

To date, the shared use of the lot by the three users described herein has been successful. At this time, both Fenwick and the Dombrowski Christmas Tree Farm have indicated a strong desire to continue utilizing the lot with the continued understanding that the property is being marketed for redevelopment and any agreement provides a thirty day termination clause, in the event of an economic development opportunity at the site.

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

The proposed agreement provides for a three year term, subject to the following:

- The Tree Farm may use 25 spaces in the lot for roughly a thirty-one day time frame each year in late November thru December 24.
- The Tree Farm annual pays the Village \$2,175 for use of the lot.

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

The annual Parking Fund budget provides for the revenues anticipated to be received from the Agreement.

Proposed Action: Approval of the Resolution.

**Resolution Authorizing a Parking Lot License Agreement
between the Village of Oak Park and
Joseph Dombrowski for the use Lot # 116**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village Manager is authorized to execute a Parking Lot License Agreement with Joseph Dombrowski, as the owner of Dombrowski Christmas Tree Farm for the use of Lot #116 and that such agreement shall substantially conform to the Parking Lot License Agreement Attached hereto as Exhibit "A."

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

ADOPTED this 16 day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16 day of May 2011.

David G. Pope
Village President

ATTEST: _____

Teresa Powell
Village Clerk

Exhibit A

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement ("Agreement") is made and entered into on _____, 2011, by and between the VILLAGE OF OAK PARK, ILLINOIS, an Illinois municipal corporation ("Village") and JOSEPH DOMBROWSKI, as owner of the DOMBROWSKI CHRISTMAS TREE FARM.

Section 1: Licensed Space

The Village of Oak Park is the owner of a parking lot on the northeast corner of Madison St. and Oak Park Avenue in the Village of Oak Park, commonly referred to as Lot #116. The Village agrees to license that part of Lot #116 depicted on the site plan attached hereto as Attachment "A" (the "Licensed Space") to Dombrowski according to the terms and conditions of this License Agreement.

Section 2: License Period:

The Village agrees to make the Licensed Space available to Dombrowski during the following specific periods of time (the License Period):

- A. From November 22, 2011 to December 24, 2011; and
- B. From November 18, 2012 to December 24, 2012; and
- C. From November 26, 2013 to December 24, 2013; and

Section 3: Use

Dombrowski agrees to use the Licensed Space for the specific and limited purpose of selling Christmas trees.

Section 4: Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other.

Section 5: Condition of the Property Upon Return

At the end of each License Period, Dombrowski shall clean the Licensed Space, remove all remaining unsold Christmas Trees, fallen needles and other debris, and return the property to the condition it was in at the beginning of the License Period.

Section 6: License Fee

Dombrowski shall pay the Village a license fee of \$2,100 for each Licensed Period, plus an additional \$75 surcharge for the use of electricity. Dombrowski Tree Farm shall pay the Village the full rate and surcharge fee on/or before November 1, 2011 for the 2011 License Period and on or before November 1, 2012 for the 2012 License Period and on or before November 1, 2013 for the 2013 License Period.

Section 7: Electricity

The Village will allow Dombrowski to use electricity which it will provide through the existing light poles in the parking lot. Dombrowski will follow all applicable codes and regulations in connecting and disconnecting from the power source.

Section 8: Insurance

Dombrowski will obtain commercial general liability insurance, or special event insurance, as applicable, with limits of \$1,000,000 per occurrence, which insurance shall name the Village as an additional insured and which will cover Dombrowski's operation in the Licensed Space during the License Period. Dombrowski shall provide a certificate of insurance to the Village prior to taking possession of the licensed space.

Section 9: Hold Harmless

Dombrowski, to the fullest extent permitted by law, will indemnify and hold the Village of Oak Park, its officers and employees harmless from any liability for personal injury or property damage arising out of its use of the Licensed Space except for liability arising out of the Village's willful and wanton or intentional conduct.

Dombrowski waives any claim it may have against the Village arising out of its use of or access to electricity obtained by tapping off of the service to one of the parking lot lights.

Section 10: MISUSES, UNLAWFUL ACTIVITY AND DANGEROUS ACTIVITY

Dombrowski agrees that it will not do or allow to be done any activity on the property which creates a nuisance or disturbs any neighboring landowner to tenant, and that it will comply with all laws and be bound by the terms of all existing easements affecting the Parking Lot.

Dombrowski Tree Farm shall not use nor permit the use of the Licensed Space for any unlawful, disreputable or hazardous use.

Section 11: NOTICES

Notices shall be sent by U.S. Mail as follows:

If to Dombrowski Tree Farm

Joe Dombrowski
W3199 Highway US2 & 41
Powers, Michigan, 49874.

If to the Village of Oak Park

Village Attorney
123 Madison Street,
Oak Park Illinois 60302

IN WITNESS WHEREOF, the parties here to have set their hands the day and year first above written.

JOE DOMBROWSKI

VILLAGE OF OAK PARK

A Municipal Corporation

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011

Thomas M. Barwin
LAW DEPARTMENT

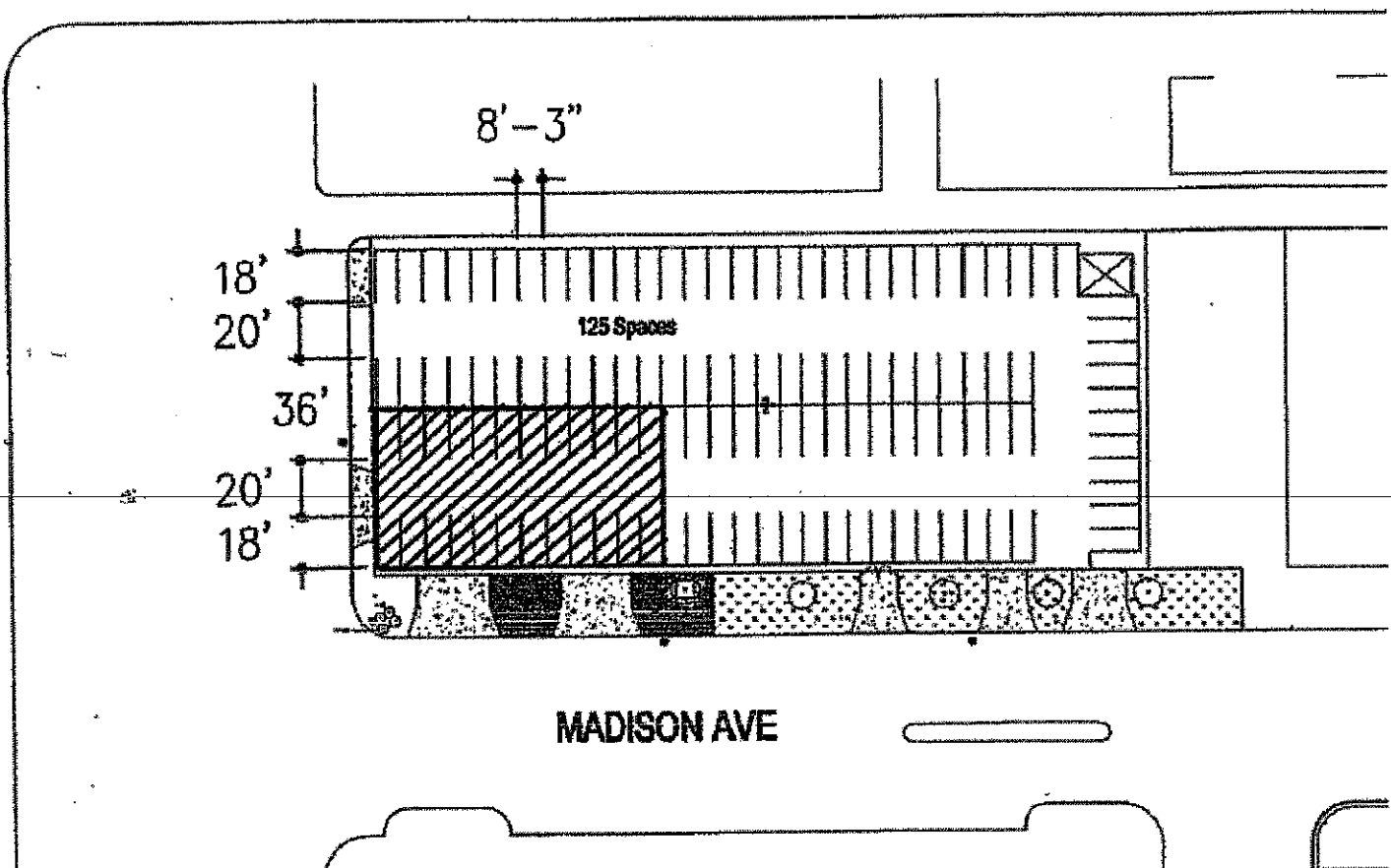
BY: _____

BY: _____

Thomas Barwin
Village Manager

Attest: _____

Attachment "A"--Dombrowski Christmas Tree Farm License Agreement



L

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of an Amended Contract in an amount not to exceed \$48,100 for a total of \$219,000 with G.A. Paving Contractors Inc., for Snow Plowing and Salting of Village Leased / Owned Parking Lots for a One-Year Period.

Resolution or Ordinance No. _____

Date of Board Action: May 16, 2011

Submitted by: 
Cara Pavlicek, Interim Manager Parking and Mobility Services

Village Manager's Office: 

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

On October 4, 2010, the Village Board approved a contract for plowing and salting 108 of the Village's parking lots for the 2010/2011 snow season in an amount not to exceed \$130,900. On February 22, 2011, that contract was amended to increase the maximum contract amount by \$40,000 for a total of \$170,900. At that time, staff had received only a portion of the expenses related to the emergency response to the February blizzard.

Staff is recommending an amendment to the Village's contract with G.A. Paving Contractors to increase the total contract amount by \$48,100 to \$219,000. This amount will cover all emergency blizzard services provided.

It is important to note that, aside from the expenses related to the blizzard, snow removal costs for the 2010-2011 season were \$124,500. This is comparable to prior years where the expenditures were \$130,000 for the 2009-2010 season and \$176,600 for the 2008-2009 snow season.

Blizzard related snow removal costs added \$94,500 to the snow removal costs for the season. That amount includes nearly \$44,750 for five days of plowing by the contractor (typically 10 - 16 hours per day) and \$49,750 for loading and hauling more than 450 loads of snow in semi-trailer trucks from lots. Due to the scale of the February blizzard, snow hauling was necessary in order to re-open the lots and allow permit parkers access to their paid parking spaces. Emergency snow removal efforts related to the blizzard occurred from Tuesday, February 1, 2011 through Sunday, February 6, 2011.

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

The Village owns or leases approximately one hundred-seventeen (117) parking lots and is

responsible for salting and snow removal in these parking lots. Snow removal is performed by a contractor in the majority of lots because the scope of work exceeds the capacity of the village staff in Parking Services. The FY11 Parking Fund Budget provides \$135,000 for salting and plowing of all Village parking lots, (noting that the annual snow budget covers two snow seasons.) To date \$92,030.33 has been incurred in FY11.

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

This agenda item asks the Board to authorize an increase in the maximum amount payable to this contractor. There are sufficient funds within the 2011 Parking Fund budget for the requested contract increase, but not within the particular sub-program. The FY 2011 budget has \$135,000 for the fiscal year to salt and plow the Village-owned/leased parking lots in accounts # 5060-43770-786 and 787-530660 Parking Services General Contractual. To date \$92,030.33 has been billed this fiscal year.

The Parking Services Department has participated in the Village effort to claim reimbursement from FEMA for blizzard related costs. A portion of the G.A. Paving expenditures that occurred on February 2 and 3, 2011 will be eligible for reimbursement along with other Village costs on those dates. As a result, the Parking Fund will be partially reimbursed for these costs from FEMA later this fiscal year. Following that award, a budget amendment will be presented, if required, for programs 5060-43770-786 and 787-530660.

Proposed Action: Approve the Resolution.

RESOLUTION

AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH G.A. PAVING CONTRACTORS INC., FOR SNOW PLOWING AND SALTING OF VILLAGE LEASED / OWNED LOTS FOR A ONE-YEAR PERIOD NOT TO EXCEED \$219,000.

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to increase the contract amount with G.A. Paving Contractors Inc., Bellwood, Illinois from \$170,900 to \$219,000 for plowing and salting of Village leased and owned parking lots for a one-year period. The contract shall conform substantially to the amended 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 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May 2011.

David Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Amended Contract

The Village of Oak Park acting by and through its President & Board of Trustees, and G.A. Paving Contractors Inc., 2209 Railroad Avenue, Bellwood, IL 60104, its executors, administrators, successors or assigns (hereinafter "Contractor") agree to amend the contract entered into on October 4, 2010 and amended February 22, 2011, so that paragraph 3 of the agreement reads as follows:

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 Interim Manager Parking Services under it in an amount not to exceed \$219,000.

Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf of the Contracting entity.

IN WITNESS WHEREOF, the parties have executed this contract on February 22, 2011.

Attest:

Village Of Oak Park

Teresa Powell, Village Clerk
(Seal)

By _____
Thomas W. Barwin,
Village Manager

G.A. Paving Contractors, Inc.

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011

LAW DEPARTMENT

By: _____
Signature

Printed Name

Its: _____
Title

ORIGINAL

2010-R-119_N_100410

RESOLUTION

**AUTHORIZING AN AGREEMENT WITH G.A. PAVING CONSTRUCTION INC.,
FOR SNOW PLOWING AND SALTING OF VILLAGE LEASED / OWNED
PARKING LOTS FOR A ONE-YEAR PERIOD**

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 G.A. Paving Construction Inc., Illinois for plowing and salting of Village leased and owned parking lots for a one-year period for a cost not to exceed \$130,900 annually. Said 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 4th day of October 2010, pursuant to a roll call vote as follows:

AYES: Trustees Brewer, Hale, Hedges, Johnson, Lueck and Pate; President Pope

NAYS: None

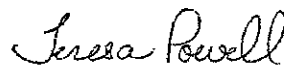
ABSENT: None

ADOPTED AND APPROVED by me, this 4th day of October 2010.



David G. Pope
Village President

ATTEST:



Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on the 4th day of October, 2010 by and between the Village Of Oak Park acting by and through its President & Board of Trustees, and G.A. Paving Contractors Inc., 2209 Railroad Avenue, Bellwood, IL 60104, 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 Project No. 08114, Snow/Ice Control - Village Parking Lots, as subsequently amended to reflect lot quantities south of Lake Street to Roosevelt from Austin to Harlem;
 - b. G.A. Paving Contractors Inc., Proposal, as amended to reflect lot quantities south of Lake Street to Roosevelt from Austin to Harlem
 - 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 Interim Manager Parking Services under it at the rates set forth in its proposal and in an amount not to exceed \$130,900.
4. The term of this agreement will be from November 1, 2010 to April 30, 2011.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Teresa Powell
 Teresa Powell, Village Clerk
 (Seal)

Village Of Oak Park
 By Thomas W. Barwin
 Thomas W. Barwin,
 Village Manager

REVIEWED AND APPROVED AS TO FORM

SEP 27 2010

G.A. Paving Contractors Inc.
 By George Antone Lillo
 Signature
 GEORGE ANTONELLO
 Printed Name
 Its: Mes.
 Title

LAW DEPARTMENT

ORIGINAL
RESOLUTION

2011-R-27_G_022211

AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH G.A. PAVING CONTRACTORS INC., FOR SNOW PLOWING AND SALTING OF VILLAGE LEASED / OWNED LOTS FOR A ONE-YEAR PERIOD NOT TO EXCEED \$170,900.

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 increase the contract amount with G.A. Paving Contractors Inc., Bellwood, Illinois from \$130,900 to \$170,900 for plowing and salting of Village leased and owned parking lots for a one-year period. The contract shall conform substantially to the amended 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.

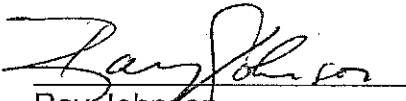
ADOPTED this 22nd day of February 2011, pursuant to a roll call vote as follows:

AYES: Trustees Hale, Hedgés and Lueck; President Pro Tem Johnson

NAYS: None

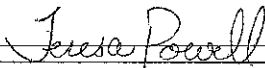
ABSENT: Trustees Brewer and Pate; President Pope

ADOPTED AND APPROVED by me, this 22nd day of February 2011.



Ray Johnson
Village President Pro Tem

ATTEST:



Teresa Powell
Village Clerk



Amended Contract

The Village of Oak Park acting by and through its President & Board of Trustees, and G.A. Paving Contractors Inc., 2209 Railroad Avenue, Bellwood, IL 60104, its executors, administrators, successors or assigns (hereinafter "Contractor") agree to amend the contract entered into on October 4, 2010 so that paragraph 3 of the agreement reads as follows:

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 Interim Manager Parking Services under it in an amount not to exceed \$170,900.

Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf of the Contracting entity.

IN WITNESS WHEREOF, the parties have executed this contract on February 22, 2011.

Attest:

Teresa Powell
Teresa Powell, Village Clerk
(Seal)

Village Of Oak Park
By Thomas W. Barwin
Thomas W. Barwin,
Village Manager

REVIEWED AND APPROVED
AS TO FORM

FEB 15 2011
James M. Barone
LAW DEPARTMENT

G.A. Paving Contractors, Inc.
By: [Signature]
Signature
Corey Angelillo
Printed Name
Its: Pres
Title

N(1)

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing a Rehabilitation Loan and a Lead Hazard Reduction Grant: SFR-038

Date of Board Action: May 16, 2011

Submitted by: Steven Glass, Chair, Housing Programs Advisory Committee

Department Manager: Tammie Grossman
Tammie Grossman

Village Manager's Office: US

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

Using CDBG funding, the **Single-Family Housing Rehabilitation Program** provides loans to low-and-very low-income owner/occupants single-family properties to correct documented or potential code violations and deficiencies, and to make general property improvements. There are two loan products to accomplish program goals: 1) Deferred-Payment Loan Program which makes no-interest loans of up to \$25,000, deferred for repayment for 20 years; and 2) Emergency Loan program which makes no-interest loans of up to \$5000 per unit, deferred for repayment for 5 years, for correction of single emergencies, code violations of an emergency nature, or life-endangering circumstances. A contingency of at least 10% of the loan amount or up to \$5,000 is added into the principal on the loan to cover any unforeseen conditions, and is removed from the loan if not used.

The primary eligibility criteria for all loans are: the household income must be within HUD income limits; adequate equity; primarily Code-related and basic repair work. For each eligible applicant, the Housing Program Division determines financial eligibility and inspects the property and prepares a detailed scope of work with a line by line item cost estimate. Using the scope of work, the homeowner invites Village pre-qualified contractors to bid on the project. The homeowner is responsible for picking the contractor. However, the accepted bid cannot be more than 10% above the cost estimate or more than 15% below the cost estimate.

As of January 10, 2002, **lead hazard reduction activities** are required on any federally-funded housing rehabilitation project. Three levels of lead hazard procedures exist. For projects under \$5,000, the contractor must not create any hazards, including the creation of lead dust. For projects between \$5,001 and \$25,000, all deteriorated surfaces containing lead in the affected areas must be stabilized, and no new hazards created. For projects over \$25,001, lead hazards in the affected areas must be removed. Since the Village maximum loan amount is up to \$25,000 only interim controls to alleviate deteriorated lead based paint surfaces are required. The Village contracts with an Independent Lead Inspector to perform lead risk assessment for each property to identify all lead based paint surfaces. The Lead Inspector also provides the Village with a list of deteriorated surfaces that must be controlled. Using the Lead Inspection Report, staff develop specifications for the lead hazard reduction work which are incorporated into the scope of work. The successful contractor must either provide documentation that they have certified lead workers on staff or have a lead certified subcontractor that can handle the work. Any subcontractors must meet all Village eligibility requirements. CDBG Funds for the lead work are given to the property owner as a grant, following the model of the Cook County HOME Program.

All loan and grant requests are reviewed by the Housing Programs Advisory Committee (HPAC) before they are presented for Board approval. This request was reviewed by HPAC on April 20, 2011 and recommended for approval.

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

Attached is a Resolution Authorizing a Rehabilitation Loan and a lead Hazard Reduction Grant for this 1-unit property located 1183 Wenonah Avenue.

SFR-038 is:

- 1) a \$24,999.00 rehab loan to the low-income owner/occupant household of this property. The owner's income qualifies for a deferred-payment loan. This is the \$23,250.00 rehabilitation cost seen on the attached Bid Spread Sheet, plus a contingency to cover unforeseen problems which might arise during construction (\$1,749.00), total \$24,999.00. The mortgage amount is \$24,999.00. If the entire contingency is not used, an Amended Mortgage will be recorded on title for the exact amount of the loan. The contingency is less than the normal 10 to 15% allotted. Previous experience with projects of similar limited scope indicates that there is very little risk of unforeseen conditions arising. Also, allotting the full 10% or greater contingency would put the entire loan amount over the \$25,000 maximum.
- 2) a \$12,000.00 lead hazard reduction grant, seen on the attached Bid Spread Sheet. This grant is the \$10,700.00 lead hazard reduction cost plus a contingency of \$1,300.00. If the entire contingency is not used, the remainder will return to the grant fund balance account.

These sources of funding are the **CDBG revolving loan fund** (\$24,999.00) and the **CDBG Fund** (\$12,000.00), total \$36,999.00. The \$24,999.00 mortgage is deferred for repayment until transfer of title, or a date 20 years from the date of loan approval (May 16, 2031). (The mortgage and note are written in the amount of \$24,999.00, the \$23,250.00 principal plus the contingency of \$1,749.00.) The lead hazard reduction work is a grant made out of CDBG funds, which does not require repayment.

The scope of work is detailed on the attached Loan Summary Form, as well as more detailed information about this project. The owner meets all program eligibility requirements, including the three major criteria: income, equity, and eligible scope of work.

Bids were solicited from seven contractors and three responded. The results can be seen on the attached Bid Summary Form. The accepted bid was within the approved range of the cost estimate prepared by staff.

This loan application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

Item Budget Commentary:

Funding for the Village loan is from Fund 20, the CDBG Revolving Loan Fund. This loan will reduce the remaining \$104,001.00 loan balance, by \$24,999.00 (\$129,000.00 original budget amount from the 2011 budget), leaving a balance of \$79,002.00 (Account 2020-46206-357-585613).

Funding for the Village lead grant is from Fund 83, the Community Development Block Grant Fund. This grant will reduce the \$33,000.00 remaining budget amount for Lead Hazard Reduction grants (\$45,000.00 original budget amount from the 2011 budget) by \$12,000.00 leaving \$21,000.00. (Account 2083-46206-357-585612).

Proposed Action:

Approve the Resolution.

Not Yet Approved Minutes of
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
April 20, 2011
7:00 pm – Room 215

PRESENT: Steven Glass, Cary McLean, April Lasker, Patrick Diakite, and
Meredith Morris
EXCUSED: Katrina Fill
TRUSTEE LIASON: Colette Lueck
STAFF: Tammie Grossman and Jeff Richardson

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:03 pm.

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of January 19, 2011 as drafted, and passed by unanimous voice vote.

PROGRAM UPDATES: Ms. Grossman referred the committee to her written report.

DINNER & DIALOGUE PROJECT: Ms. Grossman referred Committee to written materials about the project in their packets. Several Committee members were willing to participate in a dinner at someone else's house and thought having a dialogue about housing issues would be helpful.

DAY IN OUR VILLAGE: The Committee has reserved a table for the Day in Our Village celebration. Each committee member agreed to work a couple of hours that day. This year the celebration is scheduled for Sunday, June 5th. Ms. Grossman will send out a schedule. We will try to have some children's activities like coloring a house or building a house using popsicle sticks.

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 040: Motion to approve made by Mr. Diakite and seconded by Ms. Morris.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 039: Motion to approve made by Ms. Lasker and seconded by Mr.

Diakite.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 038: Motion to approve made by Ms. McLean and seconded by Ms.

Morris.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

MULTI-FAMILY HOUSING INCENTIVES SCORING PROCESS/SCHEDULE: Mr.

Richardson handed out the packet information for the 50 applications we received. Staff then reviewed scoring criteria. The Committee agreed to commit to scoring each application individually and sending their scores to the Housing Programs Division no later than May 17, 2011. Staff will compile scores and the committee will review the scores at their May 18, 2011 meeting. If required, the Committee will hold a special meeting on June 1, 2011 to finish scoring and ranking applications.

OTHER BUSINESS: The Oak Park Regional Housing Center is holding a sustaining diversity forum and would like HPAC to participate in the forum. The forum may be on May 19th. More information to follow. Patrick Diakite reported on the Chairs meeting that was held in March.

ADJOURNMENT (voice vote): It was moved by Ms. Lasker and seconded by Ms. Morris to adjourn.

Meeting adjourned at 8:45 p.m.

Respectfully submitted,
Tammie Grossman
Staff Liaison



Community Planning and Development
Housing Programs Division

Loan Summary

Single Family Housing Rehabilitation Loan Program

I. Identification Number:	SFR-038
II. Project Cost:	Rehab Loan \$24,999 (Fund 20, Revolving Loan Fund)
	Lead Containment Grant \$12,000 (Fund 83, CDBG Fund)
	Total Project Cost \$36,999
III. Loan/Mortgage Amount:	\$24,999 (\$23,250 + \$1,749 contingency)
First Mortgage:	±\$127,000
Second Mortgage:	none
VOP Mortgage (this loan)	\$24,999
Post-Rehab Encumbrance:	±\$151,999
Estimated Market Value/ Current Market Value:	\$401,510 (County Assessor's estimate)
Post-Rehab Equity:	\$249,511 (62.1% equity)
IV. Property Taxes:	Current \$4,976.91 paid 3/8/11 (1 st installment 2010 taxes) verified 4/12/11. No other taxes owed.
Water Bill:	Current

Housing Code Violations: Through the Neighborhood Walk Program, the property was cited in 2008 and 2010 for the deteriorated garage, cleaning the yard and a missing handrail at the front stairs. The work under this loan will resolve those items. Normally we would require the homeowner to pay the fines (total \$1,250) prior to proceeding with the loan. However, the homeowner does not currently have the funds and requiring her to pay the citation amounts first will only result in additional citations. Staff believes it is in the Village's best interest to provide funds to correct the outstanding problems and alleviate the neighborhood blight.

- V. **Use of Loan Funds:** The rehab loan will install the missing stair rail, replace the front walkway, repair the soffits, replace downspouts and gutters. A new pane of glass will be installed over an existing leaded glass window for energy conservation and to protect the leaded glass. New siding will be installed on the rear two-story porch and seven new windows will be installed. The rear basement door and basement windows will be replaced. Window trim will be capped with aluminum. One bedroom will be painted. An exterior stair railing will be reinstalled. The severely deteriorated garage will be demolished and a new parking pad will be built. A new plat of survey will be needed to obtain permits for this work. A dead tree on the property will be removed and trash will be removed from the back yard and the garage.

The lead grant will cover the stabilization of lead painted windows and installation of aluminum trim caps. The front door threshold and porch trim will be stabilized and painted. The walls and ceiling of one bedroom will be covered with gypsum board. The surfaces of the second floor porch, basement structural members and the basement stairs will be stabilized and painted.

- VI. **Comments:** This is a two-story wood frame house owned and occupied by a single woman. The household qualifies as low-income.

A lead inspection and risk assessment were done before the start of specification writing. In accordance with federal requirements for projects with a rehab cost below \$24,999, interim controls will be used to address all lead paint hazards.

Equity meets the Program guideline requiring post-rehab equity of at least 10%. For purposes of determining equity, staff used the Assessor's estimated market value of \$405,510. With total debt of \$151,999 [\$127,000 first mortgage and \$24,999 second (Village) mortgage], there will be 62.1% post-rehab equity. The Village's investment is protected.



Community Planning and Development
Housing Programs Division

Budget and Bid Analysis

Single Family Housing Rehabilitation Loan Program

Project: SFR - 038
 Owner: Marie Castro
 Address: 1183 Wenonah Ave.

Trade	VOP	P&L Const.	IDLC Co.
1 - General Requirements	\$ 715.00	\$ 1,500.00	\$ 925.00
2 - Owner Participation			
3 - Volunteer Participation			
4 - Site Work	\$ 2,250.00	\$ 1,500.00	\$ 4,325.00
5 - Demolition & Disposal	\$ 2,500.00	\$ 2,500.00	\$ 5,775.00
6 - Concrete and Paving	\$ 5,750.00	\$ 4,800.00	\$ 5,345.00
7 - Masonry	\$ -	\$ -	\$ -
8 - Metal Work			
9 - Environmental Rehab	\$ 12,165.00	\$ 10,700.00	\$ 13,310.00
10 - Carpentry	\$ 10,765.00	\$ 10,350.00	\$ 11,640.00
11 - not used			
12 - not used			
13 - not used			
14 - not used			
15 - Roofing	\$ 2,930.00	\$ 2,200.00	\$ 2,885.00
16 - Conservation			
17 - Drywall & Plaster	\$ -	\$ -	\$ -
18 - Ceramic Tile			
19 - Paint and Wallpaper	\$ 735.00	\$ 400.00	\$ 910.00
20 - Floor Coverings	\$ -	\$ -	\$ -
21 - HVAC			
22 - Plumbing	\$ -	\$ -	\$ -
23 - Electric	\$ -	\$ -	\$ -

Totals Include Addendum's #1 & 2

TOTALS \$ 37,810.00 \$ 33,950.00 \$ 45,115.00

Bid Range \$ 32,138.00 TO \$ 41,591.00

RESOLUTION

AUTHORIZING A REHABILITATION LOAN AND A LEAD HAZARD REDUCTION GRANT

SFR-038

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

SECTION I: Findings

a) The Village of Oak Park has allocated Community Development Block Grant funds in the current program year for rehabilitation loans and lead hazard reduction grants for privately owned 1-4 unit properties as part of its Single Family Housing Rehabilitation Loan/Grant Program. As of May 16, 2011, \$104,001.00 of those funds were available for such loans and \$33,000.00 of those funds were available for such grants.

b) The premises at 1183 Wenonah Avenue consists of a single family residence owned by Marie A. Castro, hereinafter referred to as "Owner(s)". The property is presently in need of rehabilitation as set forth in the project Work Description. The owner(s) are in need of rehabilitation and lead hazard reduction services pursuant to their application, approved by the Housing Programs Division of Community Planning and Development.

c) A copy of the Work Description for the premises is on file in the office of the Housing Programs Division along with the Owner's signed contract for the rehabilitation work with the selected Contractor. The total cost of this project is not expected to exceed a cost of \$36,999.00, which is the contract amount plus contingency. Any cost exceeding the Village rehabilitation loan will be paid by the Owner(s).

d) The Owner(s) has requested a \$12,000.00 lead hazard reduction grant equaling \$10,700.00 Lead Hazard Reduction Cost with a contingency of \$1,300.00 and an interest-free, deferred-payment loan of up to \$24,999.00 equaling the \$23,250.00 Rehab Cost with a contingency of \$1,749.00 from Oak Park's Single Family Housing Rehabilitation Loan/Grant Program for the purposes of rehabilitating the property in accordance with the Work Description; the loan to be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor; 2) the conveyance or transfer of any interest in the subject property by the estate of the mortgagor; or 3) May 16, 2031; and the grant to be in the amount of up to \$12,000.00,

e) The application and property have been reviewed by the Housing Programs Advisory Committee which has determined that the applicant meets all of the guidelines of the Single-Family Housing Rehabilitation Loan/Grant Program including income eligibility, adequate equity, and eligible repairs.

SECTION II

a) That the Village Manager or his designee is authorized to execute an agreement with the Owner(s) setting forth the conditions of the rehabilitation project, a copy of which is attached hereto as Exhibit C;

b) That upon Owner's execution of a Mortgage, Note and Agreement, the Village Treasurer is authorized and directed to loan up to \$24,999.00 (rehab), and grant up to \$12,000.00 (lead) to Marie A. Castro for the purposes and on the terms set forth in the Findings, the loan to be evidenced by a note and secured by a mortgage on the subject property. The note and mortgage shall conform substantially to Exhibits A and B attached to this Resolution.

c) That if the entire approved amount of the rehab loan including contingency is not used, an Amendment to Mortgage and Amended Note will be prepared and executed to reflect the actual amount spent.

SECTION III

That the proceeds of the loan and grant shall be distributed only upon evidence that work has been satisfactorily performed on the premises to the extent of the draw and upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw.

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

ADOPTED this 16th day of May, 2011.

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MORTGAGE

PIN: 16-18-324-028-0000

THIS MORTGAGE is made this 16th day of May, 2011, between Marie A. Castro, herein referred to as "Mortgagor," and The Village of Oak Park, a municipal corporation herein referred to as "Mortgagee," under the following terms and conditions:

Mortgagors are justly indebted to the legal holder(s) of a principal promissory note, termed "Installment Note," bearing the same date as this Mortgage, executed by Mortgagors, in the principal sum of \$24,999.00

(Twenty-four Thousand Nine Hundred Ninety-nine and No/100 Dollars Dollars), made payable and delivered to The Village of Oak Park, by which Note the Mortgagors promise to pay the principal sum, and no interest except as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:

1. The conveyance or transfer of any interest in the following described real estate by the mortgagor or the estate of the mortgagor;
2. May 16, 2031

provided that the principal, unless paid when due shall bear interest at 9% or the then highest rate permitted by law, whichever is lower. All of the principal and interest are to be paid at the office of the Finance Director, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, or at such banking house or trust company as the Village may, from time to time, in writing appoint.

NOW THEREFORE, to secure the payment of the principal and interest in accordance with the terms, provisions and limitations of the Note and of this Mortgage, and the Mortgagor's performance of the covenants and agreements contained in this Mortgage, and also in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, Mortgagors CONVEY AND WARRANT to the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, in the Village of Oak Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 16 (EXCEPT THE NORTH 8 FEET THEREOF) AND LOT 17 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 4 IN KAUFMAN AND STEPHAN'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 661.0 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "Premises"

Permanent Real Estate Index Number(s): 16-18-324-028-0000

Address(es) of Real Estate: 1183 Wenonah Avenue
Oak Park, Illinois 60304

TOGETHER with all improvements, tenements, easements, and appurtenances belonging to that land, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled to them (which rents, issues and profits are pledged primarily and on a parity with real estate and not secondarily), and all fixtures, apparatus, equipment or articles used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not. It is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises;

TO HAVE AND TO HOLD the Premises forever, for the purposes, and upon the uses and trusts set forth herein, free from

all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagors expressly release and waive.

1. Mortgagors shall:

- (a) keep the premises in good condition and repair, without waste;
- (b) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed;
- (c) keep the premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof;
- (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises;
- (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;
- (f) make no material alterations in the premises except as required by law or municipal ordinance or as previously consented to in writing by the Mortgagee or holder of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the premises when due, and shall, upon written request, furnish to Mortgagee or to holders of the note the original or duplicate receipts thereof. To prevent default of this Mortgage, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act required of Mortgagors by this Mortgage, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Mortgagee or the holders of the Note who make any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal note or in this Mortgage to the contrary, become due and payable in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness secured by this Mortgage becomes due, whether by the terms of the note or by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien created by this Mortgage and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the court order for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holders of the note for attorney's fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the court order) procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such court order the true condition of the title to or the value of the premises. In addition, all similar expenditures and expenses shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest at the rate of nine per cent per annum, when paid or incurred by Mortgagee or holders of the Note in connection with: (a) any action, suit or

proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reasons of this Mortgage or any indebtedness secured by this Mortgage; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceeding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to this lien or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of this Mortgage lien or of any term or condition of this Mortgage shall be subject to any defense which would not be available in a breach of contract action on the Note.

11. Mortgagee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Trustee be obligated to record this Mortgage or to exercise any power given by this Mortgage unless expressly obligated to do so by the terms of this Mortgage, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Mortgagee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Mortgagee shall release this Mortgage and the lien created thereby by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release to and at the request of any person who shall either before or after maturity, produce and exhibit to Mortgagee the principal Note, representing that all indebtedness secured by this Mortgage has been paid, which representation Mortgagee may accept as true without inquiry. Where a release is requested of the Mortgagee and the Mortgagee has never executed a certificate on any document identifying it as the principal note, the Mortgagee may accept as the original Note any note which is presented and which conforms in substance with the description of the Note in this Mortgage and which appears to be executed by the Makers.

14. The terms and conditions in this Mortgage shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Mortgage.

15. The Mortgagors on their own behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage, hereby waive any and all rights of redemption, including all rights under 735 I.L.C.S. 5/15-1603 from any judgment, order or decree of foreclosure of this Mortgage and from any sale under any judgment, order, or decree of foreclosure of this Mortgage.

16. At the election of the Holder of the Note, and without notice, the principal amount remaining unpaid on the Note, together with accrued interest thereon, shall become at once due and payable at the place of payment in the event Mortgagors, or those succeeding to (his/her/their) interest, directly or indirectly, transfers, assigns, convey, or contracts to convey any interest in the premises of the beneficial interest in the Mortgagor.

17. The Mortgagor, on its behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage shall keep the premises fully repaired and in strict compliance with Village of Oak Park zoning ordinances, building code ordinances, and Code of the Village of Oak Park including provisions relating to housing, health, and fair housing.

The name of a record owner is: Marie A. Castro

Signed by the Mortgagors on the day and year first above written.

_____ (Seal)	_____ (Seal)
Marie A. Castro	
_____	_____
_____ (Seal)	_____ (Seal)
_____	_____

State of Illinois, County of Cook ss.

I _____
a notary public in Cook County, Illinois, certify that Marie A. Castro
personally known to me, appeared before me in person,
on _____
and voluntarily signed this document including the release and waiver of the right homestead.

Notary Public

DELIVER TO: BOX 321

NOTE

\$24,999.00

Oak Park, Illinois, May 16, 2011

FOR VALUE RECEIVED, Marie A. Castro promises to pay to the Village of Oak Park, Illinois the principal sum of Twenty-four Thousand Nine Hundred Ninety-nine and No/100 Dollars Dollars and no interest except as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:

1. The conveyance or transfer of any interest in the following described real estate by the maker or the estate of the maker;
2. May 16, 2031

The principal unless paid when due shall bear interest after maturity at the then highest rate permitted by law or nine percent per annum whichever is less. Payments are to be made at the office of the Finance Director, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 or such other place as the legal holder of this note may, from time to time, in writing appoint.

The payment of this Note is secured by a Mortgage, bearing the same date as this Note, on the following described real estate in the County of Cook, Illinois ("the Premises"):

LOT 16 (EXCEPT THE NORTH 8 FEET THEREOF) AND LOT 17 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 4 IN KAUFMAN AND STEPHAN'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 661.0 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-18-324-028-0000

Address(es) of Real Estate: 1183 Wenonah Avenue
Oak Park, Illinois 60304

Without the prior written consent of the Village of Oak Park, the maker or makers shall not convey or encumber title to the Premises.

It is agreed that at the election of the Village of Oak Park without notice, the principal sum together with accrued interest, shall become at once due and payable in case of default. Default includes the failure to make any payment when due, the conveyance or encumbrance of title to the Premises without the written consent of the Village, or any other default or breach of the terms and conditions of the Mortgage or this Note which occurs and continues for three days (in which event election may be made at any time after the expiration of three days, without notice). A violation notice from the Village of Oak Park shall be *prima facie* evidence of a default in the performance of the mortgagor's agreement to keep the premises fully repaired and in compliance with the Code of the Village of Oak Park including the provisions relating to Housing, Building, Zoning, and Fair Housing, as set forth in paragraph 1(17) of the Mortgage.

No delay in such election after actual or constructive notice of default shall be construed as a waiver of remedies or acquiescence in any such default.

The parties each waive presentment for payment, notice of dishonor, protest and notice of protest.

Marie A. Castro

IMPORTANT - Preserve this note after payment to obtain release of Mortgage.

Exhibit B

VILLAGE OF OAK PARK

COMMUNITY DEVELOPMENT SINGLE-FAMILY REHABILITATION LOAN/GRANT PROGRAM

AGREEMENT SFR-038

Agreement made by the Village of Oak Park, a municipal corporation, hereinafter referred to as "Village", and Marie A. Castro, hereinafter referred to as "Owner(s)".

WHEREAS, the owner(s) has made an application to the Village for a rehabilitation loan in the amount of \$24,999.00, and a lead hazard reduction grant in the amount of \$12,000.00, to be used for the following improvements to the Owner's residence located at 1183 Wenonah Avenue, Oak Park, County of Cook, State of Illinois.

Improvements: See attached specifications.

Which residence is legally described as:

LOT 16 (EXCEPT THE NORTH 8 FEET THEREOF) AND LOT 17 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 4 IN KAUFMAN AND STEPHAN'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 661.0 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 16-18-324-028-0000

WHEREAS, the Village is desirous of making a rehabilitation loan and a lead hazard reduction grant to the Owner(s) for the construction of the improvements and agrees that the repayment of the rehab loan shall be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor or the estate of the mortgagor; or 2) May 16, 2031.

NOW, THEREFORE, in consideration of the mutual premises contained herein, it is agreed as follows:

The Village will make a rehabilitation loan and a lead hazard reduction grant to the homeowner(s) for the completion of the improvements on the subject property subject to the following terms and conditions:

- a) All of the construction and improvements shall be based on contracts with such

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011

James M. Zinke
LAW DEPARTMENT

THE VILLAGE OF OAK PARK

BY: _____

ATTEST:

Teresa Powell
Village Clerk

OWNER(S): _____

DATE: _____

N(2)

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing a Rehabilitation Loan and a Lead Hazard Reduction Grant: SFR-040

Date of Board Action: May 16, 2011

Submitted by: Steven Glass, Chair, Housing Programs Advisory Committee

Department Manager: 
Tammie Grossman

Village Manager's Office: 

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

Using CDBG funding, the **Single-Family Housing Rehabilitation Program** provides loans to low-and-very low-income owner/occupants single-family properties to correct documented or potential code violations and deficiencies, and to make general property improvements. There are two loan products to accomplish program goals: 1) Deferred-Payment Loan Program which makes no-interest loans of up to \$25,000, deferred for repayment for 20 years; and 2) Emergency Loan program which makes no-interest loans of up to \$5000 per unit, deferred for repayment for 5 years, for correction of single emergencies, code violations of an emergency nature, or life-endangering circumstances. A contingency of at least 10% of the loan amount or up to \$5,000 is added into the principal on the loan to cover any unforeseen conditions, and is removed from the loan if not used.

The primary eligibility criteria for all loans are: the household income must be within HUD income limits; adequate equity; primarily Code-related and basic repair work. For each eligible applicant, the Housing Program Division determines financial eligibility and inspects the property and prepares a detailed scope of work with a line by line item cost estimate. Using the scope of work, the homeowner invites Village pre-qualified contractors to bid on the project. The homeowner is responsible for picking the contractor. However, the accepted bid cannot be more than 10% above the cost estimate or more than 15% below the cost estimate.

As of January 10, 2002, **lead hazard reduction activities** are required on any federally-funded housing rehabilitation project. Three levels of lead hazard procedures exist. For projects under \$5,000, the contractor must not create any hazards, including the creation of lead dust. For projects between \$5,001 and \$25,000, all deteriorated surfaces containing lead in the affected areas must be stabilized, and no new hazards created. For projects over \$25,001, lead hazards in the affected areas must be removed. Since the Village maximum loan amount is up to \$25,000 only interim controls to alleviate deteriorated lead based paint surfaces are required. The Village contracts with an Independent Lead Inspector to perform lead risk assessment for each property to identify all lead based paint surfaces. The Lead Inspector also provides the Village with a list of deteriorated surfaces that must be controlled. Using the Lead Inspection Report, staff develop specifications for the lead hazard reduction work which are incorporated into the scope of work. The successful contractor must either provide documentation that they have certified lead workers on staff or have a lead certified subcontractor that can handle the work. Any subcontractors must meet all Village eligibility requirements. CDBG Funds for the lead work are given to the property owner as a grant, following the model of the Cook County HOME Program.

All loan and grant requests are reviewed by the Housing Programs Advisory Committee (HPAC) before they are presented for Board approval. This request was reviewed by HPAC on April 20, 2011 and recommended for approval.

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

Attached is a Resolution Authorizing a Rehabilitation Loan and a lead Hazard Reduction Grant for this 1-unit property located 1041 N Lombard Avenue.

SFR-040 is:

- 1) a \$21,750.00 rehab loan to the low-income owner/occupant household of this property. The owner's income qualifies for a deferred-payment loan. This is the \$17,415.00 rehabilitation cost seen on the attached Bid Spread Sheet, plus a contingency to cover unforeseen problems which might arise during construction (\$4,335.00), total \$21,750.00. The mortgage amount is \$21,750.00. If the entire contingency is not used, an Amended Mortgage will be recorded on title for the exact amount of the loan.
- 2) a \$5,500.00 lead hazard reduction grant, seen on the attached Bid Spread Sheet. This grant is the \$4,130.00 lead hazard reduction cost plus a contingency of \$1,370.00. If the entire contingency is not used, the remainder will return to the grant fund balance account.

These sources of funding are the **CDBG revolving loan fund** (\$21,750.00) and the **CDBG Fund** (\$5,500.00), total \$27,250.00. The \$21,750.00 mortgage is deferred for repayment until transfer of title, or a date 20 years from the date of loan approval (May 16, 2031). (The mortgage and note are written in the amount of \$21,750.00, the \$17,415.00 principal plus the contingency of \$4,335.00.) The lead hazard reduction work is a grant made out of CDBG funds, which does not require repayment.

The scope of work is detailed on the attached Loan Summary Form, as well as more detailed information about this project. The owner meets all program eligibility requirements, including the three major criteria: income, equity, and eligible scope of work.

Bids were solicited from eight contractors and six responded. The results can be seen on the attached Bid Summary Form. The accepted bid was within the approved range of the cost estimate prepared by staff.

This loan application was reviewed and approved by Housing Programs Division staff (Housing Programs Coordinator and Housing Programs Manager) and the Housing Programs Advisory Committee.

Item Budget Commentary:

Funding for the Village loan is from Fund 20, the CDBG Revolving Loan Fund. This loan will reduce the remaining \$79,002.00 loan balance, by \$21,750.00 (\$129,000.00 original budget amount from the 2011 budget), leaving a balance of \$57,252.00 (Account 2020-46206-357-585613).

Funding for the Village lead grant is from Fund 83, the Community Development Block Grant Fund. This grant will reduce the \$21,000.00 remaining budget amount for Lead Hazard Reduction grants (\$45,000.00 original budget amount from the 2011 budget) by \$5,500.00 leaving \$15,500.00. (Account 2083-46206-357-585612).

Proposed Action:

Approve the Resolution.

Not Yet Approved Minutes of
HOUSING PROGRAMS ADVISORY COMMITTEE
Village of Oak Park
April 20, 2011
7:00 pm – Room 215

PRESENT: Steven Glass, Cary McLean, April Lasker, Patrick Diakite, and
Meredith Morris
EXCUSED: Katrina Fill
TRUSTEE LIASON: Colette Lueck
STAFF: Tammie Grossman and Jeff Richardson

CALL TO ORDER: The meeting was called to order by Chair Steven Glass at 7:03 pm.

REVIEW AND APPROVAL OF MEETING AGENDA: Chair Glass asked if there were any changes to the Agenda. Agenda approved unanimously.

NON-AGENDA PUBLIC COMMENT: None

APPROVAL OF MINUTES: A motion was made by Mr. Diakite to approve the minutes of January 19, 2011 as drafted, and passed by unanimous voice vote.

PROGRAM UPDATES: Ms. Grossman referred the committee to her written report.

DINNER & DIALOGUE PROJECT: Ms. Grossman referred Committee to written materials about the project in their packets. Several Committee members were willing to participate in a dinner at someone else's house and thought having a dialogue about housing issues would be helpful.

DAY IN OUR VILLAGE: The Committee has reserved a table for the Day in Our Village celebration. Each committee member agreed to work a couple of hours that day. This year the celebration is scheduled for Sunday, June 5th. Ms. Grossman will send out a schedule. We will try to have some children's activities like coloring a house or building a house using popsicle sticks.

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 040: Motion to approve made by Mr. Diakite and seconded by Ms. Morris.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 039: Motion to approve made by Ms. Lasker and seconded by Mr.

Diakite.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

SINGLE FAMILY HOUSING REHABILITATION LOAN AND LEAD HAZARD REDUCTION GRANT – SFR 038: Motion to approve made by Ms. McLean and seconded by Ms.

Morris.

Roll Call	Fill	Absent
	Diakite	Aye
	McLean	Aye
	Lasker	Aye
	Morris	Aye
	Chair Glass	Aye

MULTI-FAMILY HOUSING INCENTIVES SCORING PROCESS/SCHEDULE: Mr.

Richardson handed out the packet information for the 50 applications we received. Staff then reviewed scoring criteria. The Committee agreed to commit to scoring each application individually and sending their scores to the Housing Programs Division no later than May 17, 2011. Staff will compile scores and the committee will review the scores at their May 18, 2011 meeting. If required, the Committee will hold a special meeting on June 1, 2011 to finish scoring and ranking applications.

OTHER BUSINESS: The Oak Park Regional Housing Center is holding a sustaining diversity forum and would like HPAC to participate in the forum. The forum may be on May 19th. More information to follow. Patrick Diakite reported on the Chairs meeting that was held in March.

ADJOURNMENT (voice vote): It was moved by Ms. Lasker and seconded by Ms. Morris to adjourn.

Meeting adjourned at 8:45 p.m.

Respectfully submitted,
Tammie Grossman
Staff Liaison



Community Planning and Development
Housing Programs Division

Loan Summary

Single Family Housing Rehabilitation Loan Program

I. Identification Number:	SFR-040
II. Project Cost:	Rehab Loan \$21,750 (Fund 20, Revolving Loan Fund)
	Lead Containment Grant \$ 5,500 (Fund 83, CDBG Fund)
	Total Project Cost \$27,250
III. Loan/Mortgage Amount:	\$21,750 (\$17,415 + \$4,335 contingency)
First Mortgage:	±\$67,885
Second Mortgage:	none
VOP Mortgage (this loan)	\$21,750
Post-Rehab Encumbrance:	±\$89,635
Estimated Market Value/ Current Market Value:	\$382,200 (County Assessor's estimate)
Post-Rehab Equity:	\$292,565 (76.5% equity)
IV. Property Taxes:	Current \$4,039.06 paid 04/01/11 (1 st installment 2010 taxes) verified 04/08/11. No other taxes owed.
Water Bill:	Current

Housing Code Violations:

No violations cited.

- V. Use of Loan Funds: The rehab loan will be used to repair, patch and paint the stucco. Two broken windows will be repaired; new downspouts and a new hose bibb will be installed. Windows will be replaced and the trim wrapped in aluminum in the dining room and front bedroom. A new water saving faucet will be installed in the kitchen, and low flow devices and toilet will be installed in the bathroom and the tub will be reglazed. The plaster ceilings in the living room, sun room and front hall will be repaired and painted. Cracked plaster walls in the dining room will be repaired and the dining room will be painted.

The lead grant will cover the treatment of all deteriorated lead painted windows which are not replaced, as well as the front porch, the front door, the living room trim and heat vents, the stairway risers and stringers, the basement stairs and laundry room door. The closet in the front bedroom will have drywall laminated over the walls and ceiling.

- VI. Comments: This is a two-story stucco owned and occupied by a retired gentleman on a pension. The household qualifies as low-income.

A lead inspection and risk assessment were done before the start of specification writing. In accordance with federal requirements for projects with a rehab cost below \$24,999, interim controls will be used to address all lead paint hazards.

Equity meets the Program guideline requiring post-rehab equity of at least 10%. For purposes of determining equity, staff used the Assessor's estimated market value of \$382,200. With total debt of \$89,635 [\$67,885 first mortgage and \$21,750 second (Village) mortgage], there will be 76.5% post-rehab equity. The Village's investment is protected.



Community Planning and Development
Housing Programs Division

Budget and Bid Analysis

Single Family Housing Rehabilitation Loan Program

Project: SFR - 040
 Owner: William King
 Address: 1041 N. Lombard Ave.

Trade	VOP	All-Pro	AMW	IDLC Co.	C&J	Impressive	P&L
1- General Requirements	\$ 257.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 700.00
2 - Owner Participation							
3 - Volunteer Participation							
4 - Site Work	\$ 400.00	\$ 635.00	\$ 1,300.00	\$ 990.00	\$ 600.00	\$ 430.00	\$ 1,200.00
5 - Demolition & Disposal							
6 - Concrete and Paving							
7 - Masonry							
8 - Metal Work							
9 - Environmental Rehab	\$ 7,498.00	\$ 6,626.00	\$ 7,485.00	\$ 11,986.00	\$ 3,825.00	\$ 8,330.00	\$ 4,075.00
10 - Carpentry	\$ 6,825.00	\$ 4,130.00	\$ 4,640.00	\$ 6,495.00	\$ 3,410.00	\$ 2,990.00	\$ 3,700.00
11 - not used							
12 - not used							
13 - not used							
14 - not used							
15 - Roofing	\$ 900.00	\$ 520.00	\$ 875.00	\$ 815.00	\$ 475.00	\$ 360.00	\$ 400.00
16 - Conservation							
17 - Drywall & Plaster	\$ 675.00	\$ 900.00	\$ 905.00	\$ 1,940.00	\$ 375.00	\$ 580.00	\$ 300.00
18 - Ceramic Tile							
19 - Paint and Wallpaper	\$ 4,950.00	\$ 7,095.00	\$ 8,580.00	\$ 13,655.00	\$ 4,150.00	\$ 1,240.00	\$ 5,200.00
20 - Floor Coverings							
21 - HVAC	\$ 270.00	\$ 370.00	\$ 320.00	\$ 656.50	\$ 530.00	\$ 120.00	\$ 190.00
22 - Plumbing	\$ 3,650.00	\$ 3,765.00	\$ 3,115.00	\$ 4,780.00	\$ 3,050.00	\$ 2,915.00	\$ 2,975.00
23 - Electric							
Totals Include Addendum							
TOTALS	\$25,425.00	\$24,041.00	\$27,220.00	\$41,767.50	\$16,415.00	\$16,965.00	\$18,740.00
Bid Range	\$21,611.00	TO	\$27,968.00				

RESOLUTION

AUTHORIZING A REHABILITATION LOAN AND A LEAD HAZARD REDUCTION GRANT

SFR-040

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

SECTION I: Findings

a) The Village of Oak Park has allocated Community Development Block Grant funds in the current program year for rehabilitation loans and lead hazard reduction grants for privately owned 1-4 unit properties as part of its Single Family Housing Rehabilitation Loan/Grant Program. As of May 16, 2011, \$79,002.00 of those funds were available for such loans and \$21,000.00 of those funds were available for such grants.

b) The premises at 1041 N Lombard Avenue consists of a single family residence owned by William P. King, hereinafter referred to as "Owner(s)". The property is presently in need of rehabilitation as set forth in the project Work Description. The owner(s) are in need of rehabilitation and lead hazard reduction services pursuant to their application, approved by the Housing Programs Division of Community Planning and Development.

c) A copy of the Work Description for the premises is on file in the office of the Housing Programs Division along with the Owner's signed contract for the rehabilitation work with the selected Contractor. The total cost of this project is not expected to exceed a cost of \$27,250.00, which is the contract amount plus contingency. Any cost exceeding the Village rehabilitation loan will be paid by the Owner(s).

d) The Owner(s) has requested a \$5,500.00 lead hazard reduction grant equaling the \$4,130.00 Lead Hazard Reduction Cost with a contingency of \$1,370.00 and an interest-free, deferred-payment loan of up to \$21,750.00 equaling the \$17,415.00 Rehab Cost with a contingency of \$4,335.00 from Oak Park's Single Family Housing Rehabilitation Loan/Grant Program for the purposes of rehabilitating the property in accordance with the Work Description; the loan to be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor; 2) the conveyance or transfer of any interest in the subject property by the estate of the mortgagor; or 3) May 16, 2031; and the grant to be in the amount of up to \$5,500.00,

e) The application and property have been reviewed by the Housing Programs Advisory Committee which has determined that the applicant meets all of the guidelines of the Single-Family Housing Rehabilitation Loan/Grant Program including income eligibility, adequate equity, and eligible repairs.

SECTION II

a) That the Village Manager or his designee is authorized to execute an agreement with the Owner(s) setting forth the conditions of the rehabilitation project, a copy of which is attached hereto as Exhibit C;

b) That upon Owner's execution of a Mortgage, Note and Agreement, the Village Treasurer is authorized and directed to loan up to \$21,750.00 (rehab), and grant up to \$5,500.00 (lead) to William P. King for the purposes and on the terms set forth in the Findings, the loan to be evidenced by a note and secured by a mortgage on the subject property. The note and mortgage shall conform substantially to Exhibits A and B attached to this Resolution.

c) That if the entire approved amount of the rehab loan including contingency is not used, an Amendment to Mortgage and Amended Note will be prepared and executed to reflect the actual amount spent.

SECTION III

That the proceeds of the loan and grant shall be distributed only upon evidence that work has been satisfactorily performed on the premises to the extent of the draw and upon receipt of Mechanic's Lien waivers for labor and materials on the premises in the amount of the draw.

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

ADOPTED this 16th day of May, 2011.

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

MORTGAGE

PIN: 16-05-116-024-0000

THIS MORTGAGE is made this 16th day of May, 2011, between William P. King, herein referred to as "Mortgagor," and The Village of Oak Park, a municipal corporation herein referred to as "Mortgagee," under the following terms and conditions:

Mortgagors are justly indebted to the legal holder(s) of a principal promissory note, termed "Installment Note," bearing the same date as this Mortgage, executed by Mortgagors, in the principal sum of \$21,750.00

(Twenty-one Thousand Seven Hundred Fifty and No/100 Dollars), made payable and delivered to The Village of Oak Park, by which Note the Mortgagors promise to pay the principal sum, and no interest except as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:

1. The conveyance or transfer of any interest in the following described real estate by the mortgagor or the estate of the mortgagor;
2. May 16, 2031

provided that the principal, unless paid when due shall bear interest at 9% or the then highest rate permitted by law, whichever is lower. All of the principal and interest are to be paid at the office of the Finance Director, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302, or at such banking house or trust company as the Village may, from time to time, in writing appoint.

NOW THEREFORE, to secure the payment of the principal and interest in accordance with the terms, provisions and limitations of the Note and of this Mortgage, and the Mortgagor's performance of the covenants and agreements contained in this Mortgage, and also in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, Mortgagors CONVEY AND WARRANT to the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, in the Village of Oak Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 85 IN BON AIR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "Premises"

Permanent Real Estate Index Number(s): 16-05-116-024-0000

Address(es) of Real Estate: 1041 N Lombard Avenue
Oak Park, Illinois 60302

TOGETHER with all improvements, tenements, easements, and appurtenances belonging to that land, and all rents, issues and profits for so long and during all such times as Mortgagors may be entitled to them (which rents, issues and profits are pledged primarily and on a parity with real estate and not secondarily), and all fixtures, apparatus, equipment or articles used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not. It is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises;

TO HAVE AND TO HOLD the Premises forever, for the purposes, and upon the uses and trusts set forth herein, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagors expressly release and waive.

1. Mortgagors shall:

- (a) keep the premises in good condition and repair, without waste;
- (b) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed;
- (c) keep the premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof;
- (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises;
- (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;
- (f) make no material alterations in the premises except as required by law or municipal ordinance or as previously consented to in writing by the Mortgagee or holder of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the premises when due, and shall, upon written request, furnish to Mortgagee or to holders of the note the original or duplicate receipts thereof. To prevent default of this Mortgage, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act required of Mortgagors by this Mortgage, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of nine per cent per annum. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Mortgagee or the holders of the Note who make any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the principal note or in this Mortgage to the contrary, become due and payable in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness secured by this Mortgage becomes due, whether by the terms of the note or by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien created by this Mortgage and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the court order for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holders of the note for attorney's fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the court order) procuring all such abstracts of title, title searches and examinations, and guarantee policies which may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such court order the true condition of the title to or the value of the premises. In addition, all similar expenditures and expenses shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest at the rate of nine per cent per annum, when paid or incurred by Mortgagee or holders of the Note in connection with: (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reasons of this Mortgage or any indebtedness secured by this Mortgage; or (b) preparations for

the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceeding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as Mortgagee in possession. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to this lien or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of this Mortgage lien or of any term or condition of this Mortgage shall be subject to any defense which would not be available in a breach of contract action on the Note.

11. Mortgagee or the holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Trustee be obligated to record this Mortgage or to exercise any power given by this Mortgage unless expressly obligated to do so by the terms of this Mortgage, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Mortgagee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Mortgagee shall release this Mortgage and the lien created thereby by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Mortgagee may execute and deliver a release to and at the request of any person who shall either before or after maturity, produce and exhibit to Mortgagee the principal Note, representing that all indebtedness secured by this Mortgage has been paid, which representation Mortgagee may accept as true without inquiry. Where a release is requested of the Mortgagee and the Mortgagee has never executed a certificate on any document identifying it as the principal note, the Mortgagee may accept as the original Note any note which is presented and which conforms in substance with the description of the Note in this Mortgage and which appears to be executed by the Makers.

14. The terms and conditions in this Mortgage shall extend to and be binding upon the Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Mortgage.

15. The Mortgagors on their own behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage, hereby waive any and all rights of redemption, including all rights under 735 I.L.C.S. 5/15-1603 from any judgment, order or decree of foreclosure of this Mortgage and from any sale under any judgment, order, or decree of foreclosure of this Mortgage.

16. At the election of the Holder of the Note, and without notice, the principal amount remaining unpaid on the Note, together with accrued interest thereon, shall become at once due and payable at the place of payment in the event Mortgagors, or those succeeding to (his/her/their) interest, directly or indirectly, transfers, assigns, convey, or contracts to convey any interest in the premises of the beneficial interest in the Mortgagor.

17. The Mortgagor, on its behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage shall keep the premises fully repaired and in strict compliance with Village of Oak Park

zoning ordinances, building code ordinances, and Code of the Village of Oak Park including provisions relating to housing, health, and fair housing.

The name of a record owner is: William P. King

Signed by the Mortgagors on the day and year first above written.

_____ (Seal)	_____ (Seal)
William P. King	
_____	_____
_____ (Seal)	_____ (Seal)
_____	_____

State of Illinois, County of Cook ss.

I _____
a notary public in Cook County, Illinois, certify that William P. King
personally known to me, appeared before me in person,
on _____
and voluntarily signed this document including the release and waiver of the right homestead.

Notary Public

DELIVER TO: BOX 321

NOTE

\$21,750.00

Oak Park, Illinois, May 16, 2011

FOR VALUE RECEIVED, William P. King promises to pay to the Village of Oak Park, Illinois the principal sum of Twenty-one Thousand Seven Hundred Fifty and No/100 Dollars and no interest except as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:

1. The conveyance or transfer of any interest in the following described real estate by the maker or the estate of the maker;
2. May 16, 2031

The principal unless paid when due shall bear interest after maturity at the then highest rate permitted by law or nine percent per annum whichever is less. Payments are to be made at the office of the Finance Director, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302 or such other place as the legal holder of this note may, from time to time, in writing appoint.

The payment of this Note is secured by a Mortgage, bearing the same date as this Note, on the following described real estate in the County of Cook, Illinois ("the Premises"):

LOT 85 IN BON AIR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 16-05-116-024-0000

Address(es) of Real Estate: 1041 N Lombard Avenue
Oak Park, Illinois 60302

Without the prior written consent of the Village of Oak Park, the maker or makers shall not convey or encumber title to the Premises.

It is agreed that at the election of the Village of Oak Park without notice, the principal sum together with accrued interest, shall become at once due and payable in case of default. Default includes the failure to make any payment when due, the conveyance or encumbrance of title to the Premises without the written consent of the Village, or any other default or breach of the terms and conditions of the Mortgage or this Note which occurs and continues for three days (in which event election may be made at any time after the expiration of three days, without notice). A violation notice from the Village of Oak Park shall be *prima facie* evidence of a default in the performance of the mortgagor's agreement to keep the premises fully repaired and in compliance with the Code of the Village of Oak Park including the provisions relating to Housing, Building, Zoning, and Fair Housing, as set forth in paragraph 1(17) of the Mortgage.

No delay in such election after actual or constructive notice of default shall be construed as a waiver of remedies or acquiescence in any such default.

The parties each waive presentment for payment, notice of dishonor, protest and notice of protest.

William P. King

IMPORTANT - Preserve this note after payment to obtain release of Mortgage.

Exhibit B

VILLAGE OF OAK PARK

COMMUNITY DEVELOPMENT SINGLE-FAMILY REHABILITATION LOAN/GRANT PROGRAM

AGREEMENT SFR-040

Agreement made by the Village of Oak Park, a municipal corporation, hereinafter referred to as "Village", and William P. King, hereinafter referred to as "Owner(s)".

WHEREAS, the owner(s) has made an application to the Village for a rehabilitation loan in the amount of \$21,750.00, and a lead hazard reduction grant in the amount of \$5,500.00, to be used for the following improvements to the Owner's residence located at 1041 N Lombard Avenue, Oak Park, County of Cook, State of Illinois.

Improvements: See attached specifications.

Which residence is legally described as:

LOT 85 IN BON AIR, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4
OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. #: 16-05-116-024-0000

WHEREAS, the Village is desirous of making a rehabilitation loan and a lead hazard reduction grant to the Owner(s) for the construction of the improvements and agrees that the repayment of the rehab loan shall be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor or the estate of the mortgagor; or 2) May 16, 2031.

NOW, THEREFORE, in consideration of the mutual premises contained herein, it is agreed as follows:

The Village will make a rehabilitation loan and a lead hazard reduction grant to the homeowner(s) for the completion of the improvements on the subject property subject to the following terms and conditions:

a) ~~All of the construction and improvements shall be based on contracts with such contractors and in such form as approved by the Village.~~

b) Upon approval of the contracts and contractors the Village will disburse the funds directly to the contractors, subcontractors and materialmen upon presentation of Contractor's Sworn Statements and Waivers of Mechanic's and Materialmen's Liens in such forms as are satisfactory to

the Village, upon the Owner's written authorization and upon an inspection of the work satisfactory to the Village. The Owner's funds committed to the project (if any) shall be disbursed prior to disbursement of any Village funds. Any Village funds committed to this project but not disbursed shall revert to the Village.

c) In order to complete the improvements as quickly and as economically as possible, the parties understand and agree that, depending upon the scope and the nature of the work, a single contract may be awarded to a general contractor, or when appropriate, separate contracts may be awarded to various contractors for separate phases of the work. The latter method of individual advances will result in disbursing the proceeds of the total loan on a separate contract basis.

d) The loan shall be payable in full upon the earliest of the following occurrences or date: 1) the conveyance or transfer of any interest in the subject property by the mortgagor or the estate of the mortgagor; or 2) May 16, 2031.

e) The lead hazard reduction grant funds shall only be disbursed for work identified in the specifications as environmental rehab.

f) The Owner(s) shall at all times while any sums hereunder remain unpaid maintain hazard insurance on the subject property in an amount which is at least 80% of the property's current market value and shall ensure the Village's interest in the property in the amount of \$21,750.00. A policy insuring the Village's interest must be maintained in full force and effect throughout the full term of the loan. A copy of said policy must be provided to the Village prior to disbursement of any funds.

g) To secure repayment of the loan, the Village shall record a mortgage conforming substantially to the attached Mortgage and Note with the Recorder of Deeds to reflect the Village's interest in the property.

h) The loan amount shall include a contingency to cover any unforeseen conditions. If the entire approved amount of the rehab loan including the contingency amount is not used, an Amendment to Mortgage and Amended Note shall be prepared and executed to reflect the actual amount expended on rehab.

j) Payment under any contract signed in connection with this loan is contingent upon loan approval by the Village of Oak Park Board of Trustees and/or the Village Manager.

k) The Owner agrees to abide to all of the terms and conditions set forth in Exhibit 1, attached hereto.

THE VILLAGE OF OAK PARK

BY: _____

ATTEST:

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011


LAW DEPARTMENT

Teresa Powell
Village Clerk

OWNER(S): _____

DATE: _____

0

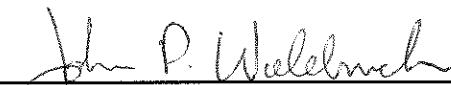
**VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY**

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

Resolution or Ordinance No. _____

Date of Board Action: May 16, 2011

Staff Review:

Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

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

In accordance with Village policy and State law (65 ILCS 5/11-76-4), the Village may, by Ordinance, authorize the disposition of designated personal property (as opposed to real property) in order to dispose of vehicles and equipment no longer usable to the Village.

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

The items listed in Exhibit A are no longer necessary or useful to the Village, therefore, the continued maintenance and ownership of these vehicles is no longer in the Village's best interest. Staff is recommending that these vehicles be declared as surplus by the Village Board.

Staff recommends the approval of an Ordinance declaring vehicles and equipment as surplus property. The Ordinance authorizes the disposition of the vehicles, listed in Exhibit A, at the West Central Municipal Conference (WCMC) 2011 June auction. If these vehicles are not sold at the WCMC auction, they will be stored until the WCMC 2011 fall auction. If these vehicles are not sold at the WCMC 2011 fall auction or if there is no fall auction, they will be disposed of as scrap metal.

Item Budget Commentary:

Funds received from the sale of the surplus vehicle will go to the Fleet Replacement Fund.

Proposed Action: Approve the Ordinance

ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS VEHICLES AND EQUIPMENT ON AN

"AS IS" BASIS

WHEREAS, the Board of Trustees of the Village of Oak Park, Illinois finds that the vehicles listed on Exhibit A to this Ordinance are no longer necessary or useful to the Village, and that the continued ownership of these vehicles is not in the Village's best interest; and

WHEREAS, the Board of Trustees of the Village of Oak Park, Illinois finds that it is in the best interests of the Village of Oak Park to dispose of the listed property; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4 authorizes the Village to dispose of surplus property as set forth herein;

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, as follows:

Section 1: The property described in Exhibit A is declared surplus property.

Section 2: The Village Manager is authorized and directed to dispose the items listed in Exhibit A at the WCMC 2011 spring or fall auction. If these vehicles are not sold at the WCMC Auction, the Village Manager is authorized to dispose of these items as scrap metal.

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

ATTEST:

Teresa Powell
Village Clerk

David G. Pope
Village President

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

PC17

Item Title: Resolution Authorizing the Execution of a Contract with R&L Maintenance of Oak Park, Illinois for Installation of Electrical Equipment for the Public Works Emergency Generator in an amount not to exceed \$60,420.00

Resolution No.: _____

Date of Board Action: May 16, 2011

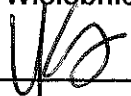
Staff Review:

Public Works Director:



John P. Wielebnicki

Village Manager's Office:



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

In 2009 the Public Works Department purchased a Caterpillar / Patton semi-trailer emergency generator capable of providing 1,200 amps of electricity over 3 different legs (400 amps per leg). This generator is intended to be used at the North or South Water Pumping Stations or the Public Works Center in the event of a power outage. It is currently being housed at the Public Works Center. Hooking up the generator requires transporting it to the desired location and plugging it into a receptacle on the outside of the building.

The north and south pumping stations have receptacles that allow for quick connection to the generator. These receptacles need to be changed according to Village's Building Code in order to be used.

The Public Works Center currently has no receptacles on the exterior of the building. Excavation will be required to install a receptacle at the rear of the building, off the alley, near the existing electrical transformers. Staff determined that this would be the most practical and cost effective location to place the generator in the event it is needed for the Public Works Center. Staff performed a test run of the generator in the alley behind the Public Works Center and used a decibel level meter to gauge how loud the generator is while running. The decibel meter showed 65 db which is well within the threshold established for gas-powered leaf blowers (which is 85db). Staff believes that noise would not be an issue for the neighbors adjacent to the Public Works Center.

An electrical contractor is needed to install the electrical components associated with hooking up the generator to the outside of the Public Works Center. Equipment to be provided includes power cables, conduit, receptacles for the exterior of the building, and conductors. Excavation and coring is also required. The contractor will also replace the receptacles at the north and south pumping stations. The rest of the required electrical components already exist at the north and south pumping stations making that work much more straightforward and less expensive than the work needed at the Public Works Center.

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

A request for proposals was issued on March 23, 2011 for installation of the electrical components needed for the emergency generator. The RFP was advertised in the Wednesday

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Journal and on Demandstar, the Village's on-line purchasing program. Three bids were received on Friday, April 8, 2011. R&L Maintenance of Oak Park, Illinois submitted the most favorable proposal. A bid summary is attached.

Staff recommends approval of a contract with R&L Maintenance to install electrical equipment needed. R&L Maintenance is a very reputable and dependable local company and has performed electrical work for the Village many times in the past.

If the Village Board approves the contract with R&L Maintenance, the work would commence the week of May 23rd and would take approximately one week to complete.

The total cost submitted by R&L Maintenance for the proposed project is \$60,420.00. The work at the Public Works Center will cost \$45,560.00, and the work at the north and south pump stations will cost \$14,860.00.

Item Budget Commentary:

The FY 2011 Building Improvement Fund Budget has \$744,300.00 in account no. 3012-43790-101-540673 for various building improvements and repairs. \$50,000.00 is dedicated for the Public Works Center electrical work.

Sufficient funds, in the amount of \$50,000.00, are also budgeted in the Water Fund in account no. 5040-43730-776-570707 for the electrical work needed at the north and south pumping stations.

If awarded, the contract with R&L Maintenance would not exceed \$60,420.00 (\$45,560.00 for the Public Works Center and \$14,860.00 for both pump stations - \$7,430.00 each).

Proposed Action: Approve the Resolution

R E S O L U T I O N

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH R&L MAINTENANCE OF OAK PARK, ILLINOIS
FOR INSTALLATION OF ELECTRICAL EQUIPMENT FOR THE PUBLIC WORKS EMERGENCY
GENERATOR IN AN AMOUNT NOT TO EXCEED \$60,420.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a contract with R&L Maintenance of Oak Park, Illinois for installation of electrical equipment needed for the Public Works emergency generator in the Village of Oak Park, in an amount not to exceed \$60,420.00. The contract shall conform substantially to the contract attached hereto

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Oak Park

Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and R&L Maintenance, 324 Lake St., Oak Park, Illinois 60302, 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 Bidders, Special Provisions and Plans for #11-114, Installation of Electrical Components for Public Works Generator;
 - b. Contractor's Proposal dated April 7, 2011; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.
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 Building Maintenance Superintendent under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

R&L Maintenance

REVIEWED AND APPROVED
AS TO FORM

By: _____

Signature

MAY 05 2011

LAW DEPARTMENT

Printed Name

Its: _____

Title



Contract Bond

R&L Maintenance, 324 Lake St., Oak Park, Illinois 60302, as PRINCIPAL, and

_____ as SURETY,
is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Sixty thousand, four hundred and twenty dollars (\$60,420.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction 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 such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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.

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 it 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 save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; 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 WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2011.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2011.

Notary Public

Approved this _____ day of _____, 2011.

VILLAGE OF OAK PARK

Thomas W. Barwin
Village Manager

Attest:

Teresa Powell
Village Clerk
(Seal)

**Proposal Summary for
Electrical Work for Public Works Center and North and South Pumping Stations Emergency
Generator**

Company Name	MBE	WBE	NON- M/WB E	North Pump Station	South Pump Station	Public Works Center	Total Proposal Cost
R&L Maintenance			X	\$ 7,430.00	\$ 7,430.00	\$ 45,560.00	\$ 60,420.00
Master Project, Inc.			X	\$ 7,600.00	\$ 7,700.00	\$ 45,300.00	\$ 60,600.00
Pacey Electrical			X	\$16,170.00	\$16,170.00	\$ 48,860.00	\$ 81,200.00

REQUEST FOR PROPOSALS 11-114
VILLAGE OF OAK PARK
INSTRUCTIONS AND SPECIFICATIONS FOR:
Installation of Electrical Components for Public Works Emergency Generator

The Village of Oak Park is seeking qualified electrical contractors to install electrical equipment associated with emergency generator the at the Public Works Center located at 201 South Blvd. in the Village of Oak Park. Contractor shall perform all the work and provide all the materials required in the Detailed Specifications and comply with all terms and conditions of this Request for Proposal. The Village of Oak Park will receive proposals at the Public Works Center Monday through Friday, 7:30 a.m. to 4:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. Proposals will be accepted until Friday, April 8th, 2011, 11:00 a.m.

PROPOSALS MUST BE ENCLOSED IN SEALED ENVELOPES AND MARKED
11-114 Installation of Electrical Components for Public Works Emergency Generator

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. For further information contact Vic Sabaliauskas, Building Maintenance Superintendent, (708) 358-5710.

The documents constituting component parts of their contract are the following:

- I REQUEST FOR PROPOSALS
- II BACKGROUND INFORMATION
- III DETAILED SPECIFICATIONS
- IV GENERAL CONDITIONS
- V EVALUATION OF PROPOSALS (EVALUATION CRITERIA)
- VI PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
- VII PROPOSAL FORM
- VIII PROPOSAL BOND
- IX CONTRACTOR CERTIFICATIONS
- X COMPLIANCE AFFIDAVIT
- XI M/W/DBE STATUS AND E.E.O. REPORT
- XII NO PROPOSAL EXPLANATION
- XIII CONTRACT

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written contract will be issued to complete the project. Legal advertisement for this RFP was published in the March 23rd, 2011 Wednesday Journal.

DATE ISSUED: 3-23-2011

SECTION II
BACKGROUND INFORMATION

The Village Oak Park is requesting proposals from electrical contractors to install electrical equipment needed to connect the existing Caterpillar / Patton semi-trailer emergency generator recently purchased by the Public Works Department directly to the Public Works Center building and wired into an existing emergency power panel in the lower level of the building. Equipment includes power cable, conduit, receptacles for exterior of building, and conductors. Excavation and coring will be required. Proposals shall be submitted in the format as noted in Section III. After proposals are initially evaluated, the Village may interview those companies that provided a proposal that appears to meet the goal of the project. The selected company will be requested to enter into a contract with the Village to complete this project.

Proposal Submittal Date and Subsequent information

Provide four (4) original copies to the Village of Oak Park, 201 South Boulevard, Oak Park, IL 60302 by 11:00 a.m. Friday, April 8th, 2011

Questions regarding this Request for Proposals should be directed to:

Vic Sabaliauskas, Building Maintenance Superintendent
Village of Oak Park
Department of Public Works
201 South Blvd.
Oak Park, Illinois, 60302
Tel.: 708/358-5710
Fax: 708/358-5711
E-mail: Sabaliauskas@oak-park.us

Project Schedule

Village of Oak Park issues Request for Proposals:	Wed., March 23 rd , 2011
Proposal due:	Fri., April 8 th , 2011, 11:00 a.m.
Village reviews proposals:	Week of April 11 th , 2011
Selection process:	April 18 th , 2011
Village Board Approval:	May 16 th , 2011
Installation of electrical equipment:	May 23 rd thru May 27 th , 2011
Verification of installation	Week of May 30 th , 2011
Post installation verification:	Week of June 6 th , 2011

SECTION III
DETAILED SPECIFICATIONS

Scope of work

The Public Works Department recently purchased a Caterpillar / Patton semi-trailer emergency generator capable of providing 1200 amps over 3 different legs (400 amps per leg).

There are three (3) locations requiring generator hook-up capability:

1. Public Works Center: 201 South Blvd.
2. South Water Pumping Station: 207 Garfield
3. North Water Pumping Station: 1010 N. Ridgeland

The north and south water pumping stations already have female receptacles located on the exterior of the building, but these receptacles need to be changed out to male receptacles according to the Village's Building Code. Other than installing ground conductors, no further work would be needed at these locations as these buildings already have emergency panels wired to the receptacles.

The Public Works Center has no receptacle on the exterior of the building. Excavation would be required to install a receptacle on the exterior of the building. There are two different locations where the new receptacle could be located and the Village is still in the process of making a final decision on where this location will be. Separate costs for each location will be requested. The locations are: 1.) off the alley in the rear southwest corner of the building adjacent to the existing transformers and directly above the lower level main electrical room for the building; and 2.) in the front of the building west of the main entrance outside of the Fleet Service area. Location #2 would be a more-complicated and tedious task and would require additional lengths of cable and conduit in order to reach the main electrical room. The conduit / cable run would be above a section of drop-ceiling and mechanical equipment and would require a lift (provided by the Village). Coring through the exterior wall would be required in both cases, and in case #2, interior wall coring could also be necessary.

Existing ceiling grid is to remain in all areas. Electrical contractor shall be responsible for removing existing ceiling tiles and grid as needed to install conduit. Contractor shall reinstall the same ceiling tiles and grid after installation of conduit is completed. The Village of Oak Park will be responsible for furnishing any new ceiling tiles and grid pieces that are needed; however, any ceiling tiles and / or grid components damaged by the electrical contractor shall be replaced by the electrical contractor at the electrical contractor's cost.

The electrical contractor shall terminate any existing conduit and wiring that is not used within the scope of the project. All switching to remain as-is.

All work shall be performed during the regular business hours of 7:30 a.m. to 4:00 p.m., or during hours that are better suited for the Public Works Department as long as no additional cost is

incurred by the Village from the contractor. Contractor shall attempt to schedule and perform work so as to cause minimal disruption to the on-going operations of the Public Works Department. The Public Works Department is a 24-hour operation and the contractor would have to work around Public Works Department staff. Prior to the project start date and periodically thereafter, contractor shall meet with Building Maintenance Division staff to discuss and agree upon a project schedule that will provide for minimal disruption.

Electrical Power Requirements

All systems shall be installed in accordance with all applicable requirements of local electrical codes and the National Electrical Code (NEC).

Applicable State and City Building Codes and Requirements

All systems (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed.

Structural Requirements

All structures and structural elements, including array structures, shall be designed in accordance with all applicable Illinois and Village of Oak Park Building Codes and standards pertaining to the erection of such structures.

Permits

Contractor shall obtain the required permits prior to commencing the work. Village of Oak Park permits will be at "no charge".

Scope of Work and Electrical Equipment Specifications By Location:

1. Public Works Center:

- a. Excavate (approximately 4 feet) behind (or in front of) building and core three (3) holes through the foundation for new conduits;
- b. Furnish and install 2 - 400 amp, 4-pole 4-wire, 480 volt male receptacles with cast iron back boxes and angle adapters on the exterior of the building. Furnish and install a weatherproof junction box with a green male "cam-lock" connector to accept the ground cable from the generator;
- c. Install two sets of 4 #500 kcmil copper conductors in 3 ½ inch conduits from the 400 amp outside receptacles to the existing 800 amp manual transfer switch.
- d. Install 1 #3/0 copper grounding conductor in a 1-inch conduit from the new exterior ground junction box to the 800 amp transfer switch. Seal all holes in foundation around conduits to create a water tight seal.
- e. Provide two 50-foot sets of 4 #4/0 heavy duty cables with color coded (brown, orange, yellow, white) "cam-lock" connectors at both ends to connect generator to building receptacles. Provide one 50-foot cable with green "cam-lock" connectors at both ends for grounding.

- f. Furnish 2 400-amp, 4 pole, 4 wire 480 volt female plugs to match male receptacles on building. Install 4 #4/0 pigtails on each plug and terminate in color coded "cam-lock" connectors to match cables.
- g. Install two sets of 4 #4/0 pigtails @ generator with color coded "cam-lock" connectors to match cables. Install 1 #4/0 pigtail with green "cam-lock" connector @ generator to accept ground cable.
- h. Provide instructions for safely connecting generator to building and perform a test simulating a power outage.

2. North and South Water Pumping Stations:

- a. Replace the two existing 400 amp, 4 pole, 4 wire, 480 volt female receptacles at the outside wall of the buildings with male receptacles to accept the female plug on the generator cables. This needs to be done to provide for a safe hook-up of the generator to the building and to bring the building up to current Village code.
- b. Install 1 #1/0 copper grounding conductor in a separate 1-inch conduit from the existing transfer switch to the exterior of the building adjacent to the 400 amp receptacle. Terminate in a junction box with a green "cam-lock" connector to accept the ground cable from the generator.
- c. Provide instructions for safely connecting generator to building and perform a test simulating a power outage.

SECTION IV
GENERAL CONDITIONS

Work Hours

Unless otherwise specified, interior work shall be performed during the hours 7:30 a.m. to 4 p.m., Monday through Friday, except for Village holidays; and outside work shall be performed between the hours of 7 a.m. to 6 p.m. Monday through Friday.

The Village has the authority to stop work whenever necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials if such materials are not in accordance with the plans and specifications.

Condition of Site

The Contractor shall visit the site before submitting its proposal and determine the field conditions affecting their work. In awarding the contract, the Village will assume that the Contractors are aware of all existing conditions and have made allowance for same in their Proposals.

Verification of Dimensions and Elevations

The Village will use the best available data to indicate any dimensions, elevations and existing conditions indicated on any drawings, but does not guarantee the accuracy of this information. Before submitting a proposal, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions or limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification of applicable data, any resulting extra cost for adjustment of work required to conform to existing conditions, shall be assumed by the Contractor without reimbursement or compensation by the Village.

Protection of Village's Operations

Contractor is advised that the site is used by the Village, the public and the Public Works Department, and that those operations will continue during the work. The Contractor must perform the work with no interruption in the everyday operation of the Public Works Dept. The Village and the Contractor will meet to determine the appropriate manner in which Public Works Dept. operations will continue during the work. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Contractor's work and the Village's ongoing use of the Public Works Center while work is in progress.

Protection of Work and Property

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Village's and adjacent property from injury or loss arising from the work. Contractor shall provide and maintain at all times any signs, guards and/or obstructions necessary to protect the public and its workers from any dangers inherent in or created by the work in progress. All materials will be stored in locations other than in public walkways except as necessary. The Village will not be responsible for lost, stolen or damaged materials delivered and stored on site.

The Contractor shall repair or replace, in a manner acceptable to the Village, any Village property damaged as a result of the work prior to the final acceptance of the work.

Material and Storage Clean-up

The Contractor shall keep the premises free from rubbish at all times and shall arrange material storage so as to minimize interference with the Village's operations. At the time of completion of the job, all of the unused material and rubbish shall be removed from the site. If the Contractor refuses at any time to remove debris from the premises or to keep the work area clean, such cleaning will be completed by the Village and the cost for the cleaning deducted from the balance due the Contractor.

Inspection of Work in Progress and Upon Completion

Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Village will not be obligated to compensate the Contractor for any work undertaken in a defective manner.

Partial Payment

Payments will be made no more frequently than monthly upon timely submission of the Contractor's request for payment. The Contractor shall provide waivers for the amount paid to any subcontractors, suppliers, and their respective supporting waivers shall accompany the Contractor's request. The Village will retain ten percent (10%) of each payment for the entire duration of this contract including the completion of any "Punch List" items.

Final Payment

A request for final payment shall be accompanied by the documentation outlined as noted above. Final Waivers shall be submitted.

Neither final payment nor any part of the retained percentage shall become due until the Contractor, if required, has delivered to the Village a complete release of all liens arising out of this contract and, if required, an affidavit that so far as the Contractor has knowledge and information, the releases include all labor and material for which the lien could be filed, provided that if any subcontractor refuses to furnish a release in full, the Contractor may furnish a bond satisfactory to the Village, to indemnify it against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

All warranties and guarantees required under the contract documents shall be assembled and delivered to the Village by the Contractor as part of the final application for payment, and the Contractor shall assign to the Village any and all manufacturer's warranties relating to materials and labor used in the work. Final payment will not be made by the Village until all warranties and guarantees have been received and assigned.

Changes or Extra Work

The Village may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Village, provided however, that if a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

If the value of the change does not result in a price increase of at least 50%, then the value of the extra work shall be determined in one of the following ways:

1. By firm price adjustment;
2. By cost plus with a guaranteed maximum;
3. By cost with a fixed fee; or
4. By unit cost.

If the parties agree that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Village. No claims for an extra to the contract price shall be valid unless so authorized.

All work covered by unit prices submitted by the Contractor in his/her Proposal must be covered by a written work order.

Correction of Work Prior to Final Payment

The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Village as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Village and shall bear the cost of making good all work of other contractors, or the Village, destroyed or damaged by such removal or replacement.

Correction of Work After Final Payment

The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Village. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Village's property due to such defects, provided that if the Village deems it unacceptable to have the contractor perform the work, the Village will engage another contractor to perform the work and the Contractor shall be liable for the reasonable cost of such repair work.

Deduction for Uncorrected Work

If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

Liens

The Contractor shall, if requested by the Village, furnish the Village with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. The Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at its option furnish a bond to indemnify the Village against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains un-discharged, the Contractor shall be liable to the Village the necessary funds to discharge such a lien including all cost and attorney's fees.

Miscellaneous Utilities

Electrical power will be furnished by the Village.

Water for concrete, mortar, washing and drinking purposes will be furnished by the Village. Any connections to the water system shall be completed by the Contractor, upon approval by the Village.

At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of work.

Job Conditions

The Contractor shall be responsible for guarding against fires. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Village and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.

Ladders: Any ladders used on this project must be provided by the contractor and in good condition. The Village shall not provide the contractor with any ladders. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.

No drugs or alcoholic beverages are permitted on the grounds.

The Contractor shall place necessary barriers and/or protection around or under all work areas where its operations involve risk of injury to Village personnel or members of the public.

The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, the Contractor must notify the Village immediately.

During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Village's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.

The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.

Workmanship

All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Village. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.

Safety

Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.

Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

Compliance with Laws

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of work and shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

Contractors License

All pertinent state and local licenses will be required.

Job Coordination

Contractor is responsible for daily communication with the Village or Village's Representative in order that the Village may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury.

Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Vic Sabaliauskas, Building Maintenance Superintendent for the Village of Oak Park at 708-358-5710.

Project Superintendent

The Contractor shall keep a competent superintendent, satisfactory to the Village and Village's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Village and the Village's Representative unless the superintendent ceases to be in the employ of the Contractor.

The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.

The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Village.

SECTION V
EVALUATION OF PROPOSALS

The Village reserves the right to accept or reject any or all proposals, to waive technicalities, and to award the contract to whichever vendor it deems, in its sole discretion, to be the most advantageous to the Village. In order to best inform the Village, contractors should be sure to provide the following information *if requested by the Village*:

1. Number of projects and size completed in last five (5) years
 2. Specific similarity of project
 3. Experience in construction projects for public entities comparable to the Village of Oak Park
 4. Qualifications of:
 - a. Project Manager
 - b. Superintendent
 5. Demonstrated ability to meet project schedule
 6. Demonstrated ability to maintain quality and control costs
 7. Experience with Grant processes and requirements
 8. Project approach including:
 - a. Site logistics
 - b. Construction phasing & staging
 9. Demonstrated ability to complete design services
 10. Change-order history & ratio of bid to final cost for recent comparable projects
 11. Cost to complete design and construction
-

SECTION VI
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Award of Contract

The Village will award the contract to that responsible proposer the Village deems to be most advantageous to the Village.

Preparation and Submission of Proposal

Contractors must use the forms included in this document to submit a proposal. All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed, if applicable. The proposal must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Taxes not Applicable

The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06.) Contractors should exclude these taxes from their proposal.

Withdrawal of Proposals

Any Contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No Contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful Contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Proposal Security

Each Proposal shall be accompanied by a Proposal Security in the form of a cashier's or certified check or the included Proposal Bond form. The Proposal Security shall be in an amount of five percent (5%) of the total Project Proposal and shall be made out to the Village of Oak Park.

The Proposal Security of the successful bidder shall be returned immediately after the execution of the Contract and upon delivery to the Village of all requested bonds and certificates. The Proposal Security of all unsuccessful bidders shall be returned as soon as the Village determines who the successful proposer is.

In submitting a Proposal, the bidders are deemed to agree that if the Proposal is accepted, and if the bidder fails to enter into a Contract with the Village, the bidder shall forfeit the Proposal Security paid to the Village, not as a penalty, but as liquidated damages due to such failure.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill proposal requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Village will reject any proposal from a Contractor that failed to satisfactorily complete work for the Village under any previous contract.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal. No Contractor will be allowed to modify its proposal based on a misunderstanding of the scope of the request or the work conditions.

Subletting of Contract

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Contractor's proposal. In no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

Inspection of Work

The Village shall have the right to inspect any material, components or workmanship. If the Village rejects any materials, components or workmanship as not being in accordance with the terms of the contract, the Contractor shall replace the materials or repair the work at no cost to the Village.

Interpretation of Contract Documents

Any Contractor with a question about this RFP may request an interpretation thereof from the Village. If the Village changes the RFP, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal

Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses and Permits

The Contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any necessary building permits. The Village will issue any necessary building permits for this work at no fee to the contractor.

Execution of Contract

The Contract shall be executed by the successful bidder and returned, together with the Contract Bond within ten (10) calendar days after the Contract has been mailed to the Contractor. The Contract shall execute three (3) copies of the contract. One fully executed copy will be returned to the Contractor.

Termination of Contract

The Village reserves the right to terminate the whole or any part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park in any subsequent contract year.

The Village further reserves the right to terminate the whole or any part of the contract, upon written notice to the Contractor, in case of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of the contract or failure to make sufficient progress toward performance of their contract in accordance with its terms. In case of default and termination, the Village may procure, upon such terms and in such manner as the Village of Oak Park may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

Contract Bond

The successful bidder shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashiers check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

Hold Harmless

Contractor agrees, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which

the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including contractor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the contractor's performance of the work contracted as a result of this RFP.

Contractor shall hold the Village harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

Insurance

The Contractor shall obtain and maintain in force during the performance of the contract insurance as required herein. Contractors shall not begin work until all the required insurance has been obtained and until the Village has received proof, acceptable to the Village Attorney, of the Contractor's insurance as required herein.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
 2. Commercial General Liability Insurance with a minimum limit per occurrence of \$1,000,000 for personal injury and \$1,000,000 for property damage. The policy will name the Village of Oak Park as an additional insured with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.
 3. Contractors shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors will also be required to purchase and maintain the insurance required herein.
 4. Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
-
5. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
 6. If, in the judgment of the Village, the contractor needs to obtain specialized insurance due to the nature of the work to be performed, (such as asbestos abatement) the Village will notify the contractor of the required insurance before the contract is awarded.

Prevailing Wage Act

This Proposal calls for the maintenance, repair or construction of an improvement to a fixed public work or equipment, and is therefore a public work within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. Contractor is therefore required to pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in Cook County to all laborers, workers and mechanics. Contractor is also required to submit copies of certified payroll.

SECTION VII
PROPOSAL FORM

The undersigned proposes to perform the work as specified in Section III, "Detailed Specifications," of this Request for Proposals.

The successful bidder will enter into one (1) contract with the Village of Oak Park to perform the work at all three locations. The north water pumping station shall be completed first followed by the south pumping station and finally the Public Works Center.

The cost for each location must be listed separately below but a lump sum cost will be used to determine the total project cost and counted towards proposal evaluations.

Total cost for North Pumping Station: \$ 7,430.00

Total cost for South Pumping Station: \$ 7,430.00

Total cost for Public Works Center (rear): \$ 45,560.00

* Alternate cost for Public Works Center (front): \$ 22,800.00

TOTAL PROJECT COST: \$ 60,420.00

** As stated in the Detailed Specifications, the Public Works Center receptacle could be installed either in the front or the rear of the building. The Village's preference is to install the receptacle at the rear of the building but is requesting an alternate cost to install the receptacle in the front of the building.*

Proposer's Signature: Ronald L. M.

Name of Business: R & L MAINTENANCE, INC.

Address 324 Lake Street
Oak Park, Illinois 60302

Phone: 708 383-7110

Date: 4/7/11

References

The Contractor shall furnish a minimum of four (4) references from organizations where similar work has been completed.

CONTRACTOR REFERENCES

<u>Name</u>	<u>Address</u>	<u>Contact Person & Phone No.</u>	<u>Project Location</u>	<u>Starting Date</u>
1 V.O.P	MAIN FIRE STATION, 100 N. EUCLID			6/03
2 KATHY MORONI	110 GAYLE P.F.	205-0469		2/08
	HANS	665-1282		
3 WESTCHESTER COMM CHURCH	1040 WESTCHESTER BLVD			3/08
	RATHCEN SHANNON			
4 PRIMARY CARE	6840 WINDSOR-BERWYN	795-1556		9/08

PROPOSAL SECURITY



800 West Madison Street
Chicago, IL 60607
1.888 1 bank mb

CASHIERS CHECK

2-173
710

Remitter RONALD LAROSA

5/2/2011

1181779

Pay to the Order of ***VILLAGE OF OAK PARK***

\$3,200.00

Three Thousand Two Hundred Dollars and No Cents

Two Signatures Required for Amount Over \$2,500.00

Ronald Larosa
Famela Larosa
AUTHORIZED SIGNATURE

⑈ 1181779 ⑈ ⑆071001737⑆ ⑆810160⑈



SECTION VIII
PROPOSAL BOND

_____ as PRINCIPAL,
and _____ as SURETY,
are held and firmly bound to the Village of Oak Park, IL (hereafter referred to as “the Village”) in the penal sum of five percent (5%) of the total Proposal price, as specified in the Village of Oak Park’s Request for Proposals 11-114, “INSTRUCTIONS AND SPECIFICATIONS FOR: Installation of Electrical Components for Public Works Emergency Generator. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the Village this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the PRINCIPAL is submitting a written proposal to the Village for the design and construction of the work designated as the above section. If the Proposal is accepted and a contract awarded to the PRINCIPAL by the Village, acting through its President and Board of Trustees, for the above-designated work, and the PRINCIPAL shall within ten (10) calendar days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the Request for Proposals, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the Village determines that the PRINCIPAL has failed to enter into a formal contract, failed to furnish surety guaranteeing the faithful performance of the work, or failed to furnish evidence of the required insurance coverage, in compliance with any requirements set forth in the preceding paragraph, then the Village acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2011.

PRINCIPAL

(Company Name)

By: _____
(Signature & Title)

STATE OF ILLINOIS)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____,
2011 by _____, as authorized officer of
(name of individual)
_____ known to me, either personally or from
(name of Principal)
satisfactory evidence, to be the same person whose true signature is on this instrument.

Notary Public

SURETY

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____,
2011 by _____, as authorized officer of
(name of individual)
_____ known to me, either personally or from
(name of Surety Co.)

satisfactory evidence, to be the same persons whose true signature is on this instrument.

Notary Public

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in Proposal being declared irregular.
2. If Proposal bond is used in lieu of proposal gnananty check, it must be on this form and must be subnitted with Proposal.

SECTION IX
CONTRACTOR CERTIFICATION

A. Corporation

The Contractor is a corporation, legally named RJK MAINTENANCE INC. and is organized and existing in good standing under the laws of the State of ILLINOIS. The full names of its Officers are:

President RONALD LoROSA

Secretary _____

Treasurer _____

Registered Agent Name and Address: RONALD LoROSA 324 LAKE ST. OAK PARK ILL. 60302

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

B. Sole Proprietor

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et.seq.

C. Partnership

The Contractor is a Partnership which operates under the name _____

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

Signature

Signature

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

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

D. Affiliates: The name and address of any affiliated entity of the business, including a

description of the affiliation: _____

A handwritten signature in cursive script, appearing to read "Donald L. Pr...", is written over a horizontal line.

Signature of Owner

SECTION X
COMPLIANCE AFFIDAVIT

I, RONALD LOROSS, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) PRESIDENT of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
 2. I have examined and carefully prepared this proposal based on the request and have verified the facts contained in the proposal in detail before submitting it;
 3. The Proposing Firm is organized as indicated below on the form entitled "Organization of Proposing Firm."
 4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
 5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
 6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
 7. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
 8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
-
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

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

Signature: Ronald L. R.

R & L MAINTENANCE, INC.

Name and address of Business: 324 Lake Street
Oak Park, Illinois 60302

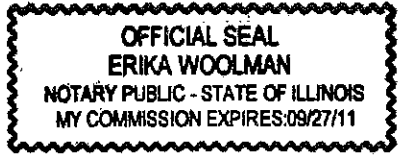
Telephone 708 303-7110

E-Mail RLMAINTENANCE@SBCGLOBAL.NET

Subscribed to and sworn before me this 12th day of April, 2011.

Erika Woolman

Notary Public



SECTION XI
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

R & L MAINTENANCE, INC.
324 Lake Street
Oak Park, Illinois 60302

1. Contractor Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

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

 2 Number of full-time employees

 1 Number of part-time employees

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

Signature: *Ronald L. H.*

Date: 3/26/11

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report _____

Contractor Name RAL MAINTENANCE INC.
 Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities	
				Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaska Native	Asian & Pacific Islander		
Officials & Managers	1	1											
Professionals													
Technicians	2	2											
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
TOTAL													
Management Trainees													
Apprentices													

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

RONALD LAROS, being first duly sworn, deposes and says that he/she is the PRESIDENT
(Name of Person Making Affidavit) (Title or Officer)
of SA MANTONVILLE and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 12th day of April, 2010.

Ronald Laros
(Signature) _____ (Date) _____

SECTION XII
NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you.

**Proposal Name: 11-114 Installation of Electrical Components for Public Works
Emergency Generator**

Comments:

Signed: _____

Phone: _____

PC(2)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of a One-Year Contract Extension with McAdam Landscape Inc. of Forest Park, Illinois, for Village Wide Litter Pick Up Services in an amount not to exceed \$50,000.00

Resolution or Ordinance No.: _____

Date of Board Action: May 16, 2011

Staff Review:

Public Works Director: John P. Wjelebnicki
John P. Wjelebnicki

Village Manager's Office: _____

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

The Village of Oak Park is responsible for maintaining approximately 105 miles of streets. Within the Village there are twelve (12) separate Business District areas which require regular litter pick up. There are also several special events that occur in the Village that will require litter pick up prior to their occurrence.

On October 1, 2008, the Village issued an RFP for Litter Pick Up. The low bid for Litter Pick Up was submitted by McAdam Landscape Inc. of Forest Park, Illinois. McAdam was contracted to begin this work in June 2009. The McAdam contract gives the Village the right to renew the Litter Pick Up contract under the same terms and conditions, upon mutual agreement, for an additional two contract periods.

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

The current contract for this work ends May 31, 2011. The period from June 1, 2011 to May 31, 2012 would be the second of two one year extensions. Contract increases are based on the previous year's Consumer Price Index (CPI), up to a maximum of five percent (5%). The latest published index shows an increase of 2.8%.

McAdam has provided a satisfactory level of service for this work. They have indicated they are willing to enter into a third year of this contract with an increase. Staff recommends that the contract be extended for a one year period from June 1, 2011 thru May 31, 2012 in the amount of \$50,000.00. This amount will cover the cost of litter pick up as specified in the specifications (46 weeks) and allow for additional litter pick up in the event there is a mild winter.

Item Budget Commentary:

The FY 2011 budget, for Street Services, provides \$50,000.00 to perform litter pick up in the General Contractuals, account no., 1001-43740-761-530660. Through March 31st, \$8,060.00 has been spent this year from this account.

The cost for litter pick up by McAdam Landscape Inc. for the 2011–2012 contract year shall not exceed \$50,000.00

Proposed Action: Approve the Resolution.

RESOLUTION

**AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT EXTENSION WITH MCADAM LANDSCAPE INC.
OF FOREST PARK, ILLINOIS FOR VILLAGE WIDE LITTER PICK UP SERVICES IN AN AMOUNT NOT TO
EXCEED \$50,000.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a one year contract extension with McAdam Landscape Inc. of Forest Park, IL for Village Wide Litter Pick Up Services for a cost not to exceed \$50,000.00. The contract shall substantially conform to the contract attached hereto.

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **McAdam Landscape, Inc., 2001 Des Plaines Ave., Forest Park, IL 60130** 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 Bidders and detailed Specifications for Project 08-117, Village Wide Litter Pick Up
 - b. Contractor's Proposal dated November 4, 2008
 - c. The Parties third year price adjustment agreement dated April, 18, 2011.

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders and Detailed Specifications will control.

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 Department of Public Works Streets Superintendent under it.
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

McAdam Landscape Inc.

REVIEWED AND APPROVED
AS TO FORM

MAY 05 2011

LAW DEPARTMENT

By: _____
Signature

Printed Name

Its: _____
Title



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

708.358.5700
Fax 708.358.5711
TTY 708.383.0048
publicworks@oak-park.us

April 18, 2011

McAdam Landscaping Inc
ATTN: Robert McAdam
2001 DesPlaines Avenue
Forest Park, Illinois 60130

Re: Village Wide Litter Pick Up

Dear Mr. McAdam:

The Village of Oak Park is looking forward to working with McAdam on the second year of a two year extension of the Village Wide Litter Pick Up contract. Per the contract, McAdam is entitled to an adjustment in 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 2.8% increase in this index, which will be applied to costs for the 2011 contract year of June 1, 2011 – May 31, 2012.

Please note your concurrence by signing below. Questions regarding pricing can be directed to me directly at (708) 358-5700.

Final approval of this contract is subject to the Village Board consideration on May 16, 2011.

Thank you, and once again the Village looks forward to working with McAdam Landscaping for the contract year of June 1, 2010 – May 31, 2011.

Sincerely,

Mike Fenwick
Streets Superintendent

Robert McAdam
Vice President, McAdam Landscaping

Table 22. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Areas priced monthly, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	U.S. city average			Chicago-Gary-Kenosha, IL-IN-WI			Los Angeles-Riverside-Orange County, CA			New York-Northern N.J.-Long Island, NY-NJ-CT-PA		
	Index	Percent change from—		Index	Percent change from—		Index	Percent change from—		Index	Percent change from—	
		Mar. 2011	Mar. 2010		Feb. 2011	Mar. 2011		Mar. 2010	Feb. 2011		Mar. 2011	Mar. 2010
Expenditure category												
All items	220.024	3.0	1.1	212.256	2.8	1.0	225.770	3.5	1.3	241.667	2.7	0.8
All items (1967=100)	655.385	-	-	623.368	-	-	667.221	-	-	688.067	-	-
Food and beverages	224.825	2.9	.7	222.107	3.1	1.5	232.717	3.7	.6	232.380	2.6	.1
Food	224.577	3.0	.7	221.145	3.2	1.6	230.670	3.9	.8	232.147	2.7	.0
Food at home	222.391	3.8	1.0	223.532	4.4	2.2	240.368	4.2	.5	230.873	3.2	.0
Food away from home	229.293	1.9	.3	212.313	1.4	.5	215.112	3.5	1.2	238.976	2.0	.2
Alcoholic beverages	227.022	1.6	.2	234.223	1.6	.4	238.935	.0	-1.4	234.223	1.9	.2
Housing	214.323	.8	.2	204.660	.6	.1	239.004	.8	.1	255.787	1.0	.4
Shelter	244.270	.9	.1	243.274	.9	.0	252.761	1.0	.2	309.914	1.1	.3
Rent of primary residence ¹	250.445	1.2	.1	274.708	.5	-.2	284.516	1.6	.4	314.850	2.1	.5
Owners' equivalent rent of residences ¹	234.018	.8	.1	241.087	.9	-.1	254.174	.8	.1	288.490	.5	.2
Owners' equivalent rent of primary residence ^{1,2}	234.015	.8	.1	241.087	.9	-.1	254.189	.8	.1	288.426	.5	.2
Fuels and utilities	214.774	1.9	.5	181.687	.0	1.0	257.793	3.0	-.8	198.848	1.9	.5
Household energy	187.561	1.1	.5	159.396	-.1	1.2	245.990	1.5	-1.0	198.858	.7	.7
Energy services ¹	188.985	-.3	.2	162.367	-.1	1.1	245.100	1.5	-1.0	187.514	-.6	.0
Electricity ¹	188.964	1.2	.7	155.496	10.2	2.9	291.440	1.2	-.3	180.722	-.9	1.2
Utility (piped) gas service ¹	185.121	-.5	-.1	159.369	-16.2	-.1	184.604	2.6	-.4	194.901	-.2	-.2
Household furnishings and operations	120.765	-.1	.2	98.636	-.1	.2	119.016	-.3	-.2	110.868	-.2	.8
Apparel	120.091	-1.0	2.2	91.934	-.1	4.4	115.511	5.1	7.3	116.424	2.4	3.8
Transportation	211.774	10.7	4.4	194.630	10.6	3.1	214.095	11.7	5.7	219.024	9.5	2.8
Private transportation	208.361	10.7	4.5	181.432	10.6	3.2	210.081	11.8	5.9	209.991	9.5	3.0
Motor fuel	305.066	27.8	11.7	317.442	27.8	9.3	309.322	29.1	13.7	278.541	28.5	9.6
Gasoline (all types)	304.224	27.5	11.8	315.192	27.7	9.4	303.020	28.9	13.7	277.368	28.3	9.6
Gasoline, unleaded regular ³	304.068	27.9	11.9	311.556	28.3	9.4	304.592	29.3	13.9	281.501	28.9	9.8
Gasoline, unleaded midgrade ^{3,4}	310.831	26.9	11.5	326.439	26.2	9.5	285.716	28.3	13.7	276.635	27.4	9.4
Gasoline, unleaded premium ³	291.317	26.0	11.2	298.913	26.5	9.2	288.840	27.4	12.8	268.487	26.4	8.7
Medical care	399.516	2.9	.2	424.815	2.7	-.1	379.081	2.9	-1.0	387.784	2.7	.7
Recreation ⁵	109.848	-.2	.1	109.037	1.1	-.4	99.238	-.2	-.9	114.321	.8	-.4
Education and communication ⁵	125.047	.5	.0	135.124	.1	-1.0	132.628	1.5	-.3	131.697	.1	.1
Other goods and services	415.318	2.4	.1	377.292	1.6	.7	363.071	4.4	-.3	434.709	4.2	.1
Commodity and service group												
All items	220.024	3.0	1.1	212.256	2.8	1.0	225.770	3.5	1.3	241.667	2.7	.8
Commodities	186.832	5.2	2.4	174.149	4.9	2.6	185.160	6.1	3.1	191.915	4.9	1.7
Commodities less food and beverages	165.647	6.6	3.4	147.905	6.1	3.3	158.174	7.9	4.9	162.929	6.7	2.9
Nondurables less food and beverages	219.775	10.4	5.1	202.555	9.4	4.9	208.699	12.7	7.2	205.384	10.6	4.1
Durables	113.063	.4	.5	98.531	-.4	.1	107.390	-.3	.3	104.455	-.1	.4
Services	259.108	1.4	.1	252.298	1.3	-.1	268.072	1.6	.0	292.167	1.5	.3
Special aggregate indexes												
All items less medical care	212.722	3.1	1.2	203.874	2.9	1.1	220.241	3.5	1.4	236.148	2.7	.8
All items less shelter	213.549	3.9	1.6	202.416	3.7	1.5	211.388	4.8	1.9	216.659	3.7	1.1
Commodities less food	167.826	6.4	3.3	151.210	5.9	3.2	162.223	7.6	4.7	165.662	6.4	2.8
Nondurables	223.402	6.7	3.0	215.734	6.4	3.3	223.185	7.8	3.7	221.143	6.4	2.0
Nondurables less food	220.431	9.8	4.8	205.519	8.9	4.6	214.337	11.9	6.7	207.202	10.0	3.9
Services less rent of shelter ²	254.057	1.8	.2	246.408	1.9	-.3	250.688	2.3	-.3	246.120	1.9	.2
Services less medical care services	247.622	1.2	.2	239.433	1.2	-.2	260.476	1.5	.1	284.620	1.4	.3
Energy	244.773	16.3	7.3	224.794	15.2	6.2	282.680	20.2	9.2	233.556	12.9	5.0
All items less energy	218.011	1.5	.4	211.287	1.4	.4	221.162	1.8	.5	244.109	1.8	.4
All items less food and energy	217.067	1.2	.3	209.307	1.1	.1	219.172	1.4	.4	247.951	1.6	.5

¹ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
² Indexes on a December 1994=100 base.
³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 1993=100 base.
⁵ Indexes on a December 1997=100 base.
 - Data not available.
 NOTE: Index applies to a month as a whole, not to any specific date.

4/18/11

P(3)

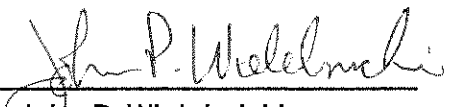
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of a One-Year Contract Extension with DisposAll Waste Services, LLC of Forest View, Illinois, for Village Wide Refuse/Recycling Container Pick Up Services in an amount not to exceed \$128,500.00


Resolution or Ordinance No.: _____

Date of Board Action: May 16, 2011

Staff Review:

Public Works Director: 

John P. Wielebnicki

Village Manager's Office: 

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

The Village of Oak Park is responsible for maintaining approximately 250 refuse and recycling containers throughout the Village. Within the Village are twelve (12) separate Business District areas which require regular refuse/recycling container pick up. There are also several containers at the parking structures that require collection.

On October 1, 2008, the Village issued an RFP for Refuse/Recycling Container Pick Up. The low bid for Refuse/Recycling Pick Up was submitted by DisposAll Waste Services, LLC of Forest View, Illinois. The DisposAll contract gives the Village the right to renew the agreement under the same terms and conditions, upon mutual agreement, for an additional two contract periods.

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

The current contract for this work ends May 31, 2011. The period from June 1, 2011 to May 31, 2012 would be the second of two one year extensions. Contract increases are based on the previous year's Consumer Price Index (CPI), up to a maximum of five percent (5%). The latest published index shows a 2.8% increase.

In an effort to manage the costs for this contract, staff works with DisposAll by adjusting the frequency of collection depending on the time of year and location. The frequency has been reduced during the winter months and is increased in the warmer months due to higher usage.

DisposAll has provided a satisfactory level of service for this work. They have indicated they are

willing to enter into a third year of this contract. Staff recommends that the contract be extended for a one year period from June 1, 2011 thru May 31, 2012 in the amount of \$128,500.00.

Item Budget Commentary:

The FY 2011 budget, for Street Services, provides \$135,000.00 to perform refuse/recycling container pick up in the General Contractuals account no., 1001-43740-761-530660. Through April 11th, \$29,703.90 has been spent this year from this account.

Approximately \$2,000.00 of the contract total will be charged to the Parking Fund for weekly collection of refuse in the parking structures, in account nos. 5060-43770-(784, 785 or 788)-530660.

The cost for Refuse/recycling Container Pick Up by DisposAll Waste Services, LLC for 2011-2012 contract year shall not exceed \$128,500.00.

Proposed Action: Approve the Resolution.

R E S O L U T I O N

AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT EXTENSION WITH DISPOSALL WASTE SERVICES, LLC OF FOREST VIEW, ILLINOIS FOR VILLAGE WIDE REFUSE/RECYCLING CONTAINER PICK UP SERVICES IN AN AMOUNT NOT TO EXCEED \$128,500.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with DisposAll Waste Services, LLC of Forest View, IL for Village Wide Refuse/Recycling Container Pick Up Services for a cost not to exceed \$128,500.00.

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

David G. Pope
Village President

Attest:

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **DisposAll Waste Services LLC, 6201 Canal Bank Road, Forest View, IL 60402**, 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 Bidders and detailed Specifications for Project 08-119, Village Wide Refuse/Recycling Container Pick Up
 - b. Contractor's Proposal dated October 17, 2008, revised January 29, 2009
 - c. The Parties third year price adjustment agreement dated April 18, 2011.

- Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders and Detailed Specifications will control.

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 Department of Public Works Streets Superintendent under it.

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

DisposAll Waste Services, LLC

REVIEWED AND APPROVED
AS TO FORM

MAY 05 2011
[Signature]
LAW DEPARTMENT

By: _____
Signature

Printed Name

Its: _____
Title



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

708.358.5700
Fax 708.358.5711
TTY 708.383.0048
publicworks@oak-park.us

April 18, 2011

DisposAll Waste Services, LLC
ATTN: Joseph Volini
6201 W Canal Bank Road
Forest View, Illinois 60402

Re: Village Wide Container Pick Up

Dear Mr. Volini:

The Village of Oak Park is looking forward to working with DisposAll on the second year of a two year extension of the Refuse Container Pick Up contract. Per the contract, DisposAll is entitled to an adjustment in 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 2.8% increase in this index, which will be applied to the costs for the 2011 contract year of June 1, 2011 – May 31, 2012.

Please note your concurrence by signing below. Please keep a copy for your records and return one to my attention. Questions regarding pricing can be directed to me directly at (708) 358-5700.

Final approval of this contract is subject to the Village Board consideration on May 16th, 2011.

Thank you, and once again the Village looks forward to working with DisposAll for the contract year of June 1, 2011 – May 31, 2012.

Sincerely,

Mike Fenwick
Streets Superintendent

President, DisposAll Waste Services, LLC

Table 22. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Areas priced monthly, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	U.S. city average			Chicago-Gary-Kenosh, IL-IN-WI			Los Angeles-Riverside-Orange County, CA			New York-Northern N.J.-Long Island, NY-NJ-CT-PA		
	Index	Percent change from—		Index	Percent change from—		Index	Percent change from—		Index	Percent change from—	
		Mar. 2011	Mar. 2010		Feb. 2011	Mar. 2011		Mar. 2010	Feb. 2011		Mar. 2011	Mar. 2010
Expenditure category												
All items	220.024	3.0	1.1	212.256	2.8	1.0	225.770	3.5	1.3	241.667	2.7	0.8
All items (1967=100)	655.385	-	-	623.368	-	-	667.221	-	-	688.087	-	-
Food and beverages	224.825	2.9	.7	222.107	3.1	1.5	232.717	3.7	.8	232.380	2.6	.1
Food	224.577	3.0	.7	221.145	3.2	1.6	230.670	3.9	.8	232.147	2.7	.0
Food at home	222.391	3.8	1.0	223.532	4.4	2.2	240.368	4.2	.5	230.873	3.2	.0
Food away from home	229.293	1.9	.3	212.313	1.4	.5	215.112	3.5	1.2	238.976	2.0	.2
Alcoholic beverages	227.022	1.6	.2	234.223	1.6	.4	238.935	.0	-1.4	234.223	1.9	.2
Housing	214.323	.8	.2	204.680	.6	.1	239.004	.8	.1	255.787	1.0	.4
Shelter	244.270	.9	.1	243.274	.9	.0	262.761	1.0	.2	309.914	1.1	.3
Rent of primary residence ¹	250.445	1.2	.1	274.708	.5	-2	284.516	1.6	.4	314.650	2.1	.5
Owners' equivalent rent of residences ^{1 2}	234.018	.8	.1	241.087	.9	-1	254.174	.8	.1	288.490	.5	.2
Owners' equivalent rent of primary residence ^{1 2}	234.015	.8	.1	241.087	.9	-1	254.189	.8	.1	288.426	.5	.2
Fuels and utilities	214.774	1.9	.5	181.687	.0	1.0	257.793	3.0	-8	198.848	1.9	.5
Household energy	187.561	1.1	.5	159.395	-1.1	1.2	245.990	1.5	-1.0	198.858	.7	.7
Energy services ¹	188.985	-3	.2	162.367	-1.5	1.1	245.100	1.5	-1.0	187.614	-4.6	.0
Electricity ¹	188.964	1.2	.7	155.496	10.2	2.9	291.440	1.2	.3	180.722	-3.9	1.2
Utility (piped) gas service ¹	185.121	-5.5	-1.7	159.369	-16.2	-1.6	184.604	2.6	-5.4	194.901	-6.2	-2.2
Household furnishings and operations	120.765	-1.7	.2	98.636	-1.6	.2	119.016	-3.7	-2	110.888	-2.2	.8
Apparel	120.091	-1.0	2.2	91.934	-1.6	4.4	115.511	5.1	7.3	116.424	2.4	3.8
Transportation	211.774	10.7	4.4	194.830	10.6	3.1	214.095	11.7	5.7	219.024	9.5	2.8
Private transportation	208.361	10.7	4.5	191.432	10.6	3.2	210.081	11.8	5.9	209.991	9.5	3.0
Motor fuel	305.066	27.8	11.7	317.442	27.8	9.3	309.322	29.1	13.7	278.541	28.5	9.6
Gasoline (all types)	304.224	27.5	11.8	315.192	27.7	9.4	303.020	28.9	13.7	277.368	28.3	9.6
Gasoline, unleaded regular ³	304.068	27.9	11.9	311.556	28.3	9.4	304.592	29.3	13.9	281.501	28.9	9.8
Gasoline, unleaded midgrade ^{3 4}	310.831	26.9	11.5	326.439	26.2	9.6	285.718	29.3	13.7	276.635	27.4	9.4
Gasoline, unleaded premium ³	291.317	26.0	11.2	298.913	26.5	9.2	288.840	27.4	12.8	268.487	26.4	8.7
Medical care	399.516	2.9	.2	424.815	2.7	-1	379.081	2.9	-1.0	387.784	2.7	.7
Recreation ⁵	109.848	-2	.1	109.037	1.1	-4	99.236	-2.1	-9	114.321	.8	-4
Education and communication ⁵	125.047	.5	.0	135.124	.1	-1.0	132.628	1.5	-3	131.897	.1	.1
Other goods and services	415.318	2.4	.1	377.292	1.6	.7	363.071	4.4	-3	434.709	4.2	.1
Commodity and service group												
All items	220.024	3.0	1.1	212.256	2.8	1.0	225.770	3.5	1.3	241.667	2.7	.8
Commodities	186.832	5.2	2.4	174.149	4.9	2.6	185.160	6.1	3.1	191.915	4.9	1.7
Commodities less food and beverages	165.647	6.6	3.4	147.905	6.1	3.3	168.174	7.9	4.9	162.929	6.7	2.9
Nondurables less food and beverages	219.775	10.4	5.1	202.555	9.4	4.9	208.699	12.7	7.2	205.384	10.6	4.1
Durables	113.063	.4	.5	98.531	-.4	.1	107.390	-1.3	.3	104.455	-1.2	.4
Services	259.108	1.4	.1	252.298	1.3	-1	268.072	1.6	.0	292.167	1.5	.3
Special aggregate indexes												
All items less medical care	212.722	3.1	1.2	203.874	2.9	1.1	220.241	3.5	1.4	236.148	2.7	.8
All items less shelter	213.549	3.9	1.6	202.416	3.7	1.5	211.388	4.8	1.9	216.659	3.7	1.1
Commodities less food	167.826	6.4	3.3	151.210	5.9	3.2	162.223	7.6	4.7	165.662	6.4	2.8
Nondurables	223.482	6.7	3.0	215.734	6.4	3.3	223.195	7.8	3.7	221.143	6.4	2.9
Nondurables less food	220.431	8.8	4.8	205.519	8.9	4.6	214.337	11.9	6.7	207.202	10.0	3.9
Services less rent of shelter ²	254.057	1.8	.2	246.408	1.9	-.3	250.888	2.3	-.3	246.120	1.9	.2
Services less medical care services	247.622	1.2	.2	239.433	1.2	-.2	260.476	1.5	.1	284.620	1.4	.3
Energy	244.773	16.3	7.3	224.794	15.2	6.2	282.690	20.2	9.2	233.556	12.9	5.0
All items less energy	218.011	1.5	.4	211.287	1.4	.4	221.162	1.8	.5	244.109	1.8	.4
All items less food and energy	217.067	1.2	.3	209.307	1.1	.1	219.172	1.4	.4	247.951	1.6	.5

¹ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
² Indexes on a December 1994=100 base.
³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 1993=100 base.
⁵ Indexes on a December 1997=100 base.
 - Data not available.
 NOTE: Index applies to a month as a whole, not to any specific date.

P(4)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Resolution Authorizing the Execution of a One Year Contract with G.A. Paving Construction Co. of Bellwood, Illinois, for Village Wide Utility Pavement Patching Services in an amount not to exceed \$50,000.00

Resolution or Ordinance No.: _____

Date of Board Action: May 16, 2011

Staff Review:
Public Works Director: 
John P. Wielebnicki

Village Manager's Office: 

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

The Village of Oak Park Water and Sewer Division makes repairs to the water distribution system and sewer collection system. These underground utilities require excavation and repair in a timely manner. The final pavement restoration consists of a concrete base course over the utility trench followed by a three inch asphalt surface. The Village averages approximately 125 utility pavement repairs annually. Patching sizes vary; however, a typical size is approximately 10' x 10'.

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

On April 13, 2011, the Village issued an RFP for Utility Pavement Patching. Seven companies were contacted to request unit prices for this work. On April 28, 2011, two bids were received. The low bid for Utility Pavement Patching was submitted by G.A. Paving Construction Co. of Bellwood, Illinois.

Staff is seeking Board approval to utilize this vendor at their quoted unit prices. The amount of work under this contract will be subject to the actual number of pavement patch repairs required and the availability of funds for this work. The Village uses a combination of in-house staff and contractor assistance for utility pavement patching. The budgeted amount allows for contractor assistance in completing approximately 25% of the annual number of utility patches. This allows Streets Services staff to perform other maintenance activities. The contract for this work would begin June 1, 2011.

Item Budget Commentary:

The FY 2011 Water and Sewer Fund budgets provide for contractor Utility Pavement Patching. \$25,000.00 is allocated to perform utility pavement patching in the accounts nos., 5040-43730-777-530667 and 5050-43750-781-530667 for a total of \$50,000.00

The cost for Utility Pavement Patching by G.A. Paving Construction Co. for 2011 contract year shall not exceed \$50,000.00.

Proposed Action: Approve the Resolution

RESOLUTION

**AUTHORIZING THE EXECUTION OF A ONE YEAR CONTRACT WITH G.A. PAVING
CONSTRUCTION CO. OF BELLWOOD, ILLINOIS FOR VILLAGE WIDE UTILITY PAVEMENT
PATCHING SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000.00**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a one year contract with G.A. Paving Construction Co. of Bellwood, Illinois for Utility Pavement Patching Services for a cost not to exceed \$50,000.00. The contract shall substantially conform to the contract attached hereto.

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

ADOPTED this 16th day of May, 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May, 2011.

Attest:

David G. Pope
Village President

Teresa Powell
Village Clerk



Contract

1. THIS AGREEMENT is made and concluded on May 16, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and **G.A. Paving Construction Co.,** 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 Bidders and Detailed Specifications for 11-116 Utility Pavement Patching
 - b. Contractor's Proposal dated April 28, 2011

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

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 Streets Superintendent under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

G.A. Paving, Construction, Co.

REVIEWED AND APPROVED
AS PER FORM

By: _____
Signature

MAY 05 2011

LAW DEPARTMENT

Printed Name

Its: _____
Title

VILLAGE OF OAK PARK

BID NO.: 11-116 PUBLIC WORKS
PROJECT NAME: UTILITY PAVEMENT PATCHING
DATE ISSUED: April 13, 2011

CALL FOR BIDS

The Village of Oak Park will receive bids at the Public Works Service Center, Monday through Friday, 7:30 a.m. to 4:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. **Bids will be accepted until 12:00 p.m. local time, Thursday, April 28, 2011.**

The purpose of this contract is for the patching of streets with a concrete base course and an asphalt surface as a result of Village utility repairs.

BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:
BID - UTILITY PAVEMENT PATCHING

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Additional information is available at the Public Works Service Center 2nd floor office, Village of Oak Park, Illinois 60302, telephone (708) 358-5700.

- I. CALL FOR BIDS
- II. BID INSTRUCTIONS, TERMS AND CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID PRICE FORM
- V. CONTRACT
- VI. BIDDER CERTIFICATION
- VII. TAX COMPLIANCE AFFIDAVIT
- VIII. FAIR EMPLOYMENT, AFFIDAVIT OF COMPLIANCE
- IX. E.E.O. REPORT
- X. SCHEDULE C & D
- XI. NO BID EXPLANATION
- XII. APPENDIX

Do not detach any portion of this document. Upon formal award to the successful Bidder, a Purchase Order will be issued to complete this contract.

Legal advertisement for bids published: Wednesday Journal, April 13, 2011.

II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Award of Contract:

The contract will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Preparation and Submission of Bid:

The Bidder(s) must submit their bid on the forms furnished. All bids must be delivered to the Public Works Service Center, 2nd floor office by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the bid form must be completed, if applicable. Authorized signature must be by an officer whose title shall be stated. Bids submitted shall be sealed in an envelope and marked as stated on the cover page. The bid is contained in this document and must remain attached thereto when submitted.

Taxes not Applicable:

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

Withdrawal of Bids:

Any Bidder may withdraw their bid at any time prior to the time specified in the advertisement as the closing time for the receipt of bids, by signing a request. No Bidder shall withdraw or cancel their bid for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids. The successful Bidder shall not withdraw or cancel their bid after having been notified that said bid has been accepted by the Village Board of Trustees.

Competency of Bidder:

No bid will be accepted from or contract awarded to any person, firm or corporation that appears to be in default, or in any debt of any contract. The Bidder, if requested, must present evidence to the Director of Public Works of ability and possession of necessary staff, facilities, equipment and financial resources to comply with the terms of the attached specifications and bids.

Conditions:

Bidders are advised to become familiar with all conditions, instructions and specifications governing this request for bids. Once the award has been made, failure to have read all

the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

Consideration of Bids:

The Director of Public Works shall represent and act for the Village in all matters pertaining to their bid and contract in conjunction therewith. The Village reserves the right to reject any or all bids and to disregard any informality on the bids when in its opinion, the best interest of the Village will be served by such action. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears of is in default to the Village of Oak Park upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village.

Subletting of Contract:

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Director of Public Works. In no case shall such consent relieve the bidder from their obligations or change the terms of the contract.

Village Ordinances:

The Bidder will strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois.

Inspection:

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village of Oak Park as not in accordance with the terms of the contract specifications shall be replaced by the Bidder at no cost to the Village.

Interpretation of Contract Documents:

Any Bidder with a question about this bid may request an interpretation thereof from the Village. If the Village changes the bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. No oral explanations will be binding.

Hold Harmless:

Bidder agrees to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court

costs and attorney's fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including Bidders employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

Bidder shall hold the Village harmless from any loss arising due to injury or accident to the public or it's workers, or from theft of materials stored at the job site.

Termination of Contract:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park.

The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as it may deem appropriate, supplies or services similar to those so terminated. The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without fault or negligence of the Bidder.

Insurance:

The Bidder shall obtain and keep in force at all times during the performance of this contract insurance as required herein. Bidder shall not commence work under the contract until all the required insurance has been obtained and until the Village has been furnished with Certificates of Insurance stating that such policies will not be canceled, transferred or terminated prior to written notice to the Village. The Bidder shall not allow any sub-contractors to commence work on any sub-contract until insurance as required by contract have been obtained and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the Village and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.

2. The Village, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, occupied or used by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees or volunteers.

Limits for the above coverage will be at \$1,000,000/\$1,000,000 for both bodily injury and property damage.

3. The Village, its officers, officials, employees, and volunteers are to be covered as insureds as respects Automobile Liability Insurance in amounts not less than \$1,000,000/\$1,000,000 and Property Damage Liability Insurance in amounts not less than \$200,000 if any teams of motor vehicles are engaged in operations within the terms of this contract on the site of the work to perform thereunder.

Such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of this contract on the site of the work to be performed unless coverage is included in the insurance specifications in Paragraph 2 of this Section.

4. Bidder shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractor shall be subject to all of the requirements stated herein.

5. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

6. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Whenever possible, the Bidder should attempt to secure the above listed coverages on an "occurrence" basis, as opposed to a "claim-made" basis.

7. The Bidder shall include the Village as an additional named insured on both General and Auto Liability policies. All insurance premiums shall be paid without cost to the agency. Additionally, an endorsement stating the same will be provided to the Village.

8. The Bidder shall keep and hold the Village harmless from and against all costs, damages, claims, or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to or death of its employees or to any other person, or damage to or injury to real estate or personal property caused by or arising out of the services to be performed.

Minority Business and Women Business Enterprise Requirements:

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Bidders and sub-contractor to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Prevailing Wage Rates

Bidder agrees to comply with the following:

"Illinois Department of Labor Requirements and Prevailing Wage Act". Contractor agrees to comply with and acknowledges that this agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). The Contractor shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. It shall be mandatory upon the Contractor and upon any subcontractors to pay all laborers, workers, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Contractor or the Village or by any employee of the Contractor or a subcontractor performing work on the Work, the Contractor or the particular subcontractor and Contractor shall be responsible for indemnifying and holding the Village free and harmless from all costs incurred, directly or indirectly, by the Contractor or the Village in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. Those amounts may be withheld from the payments to be made on the Work.

The Contractor and each subcontractor shall (1) make and keep, for a period not less than three years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Village. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or Subcontractor which avers: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor and/or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. Any Contractor and/or subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Section and Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. Upon two business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Village, its officers and agents, and to the Director of Labor and his deputies and agents. Upon two business days' notice, the Contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State."

Miscellaneous Requirements:

The Village will not be responsible for any expenses incurred by the Bidder in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise ceding its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the Village.

References:

Bidders shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

BIDDER REFERENCES

Bidder Name: G.A. PAVING CO.

	Name	Address	Contact Person & Phone #
1.	ORANGE CRUSH		Letta (544-9440) ⁷⁰⁸
2.	ARROW ROAD		JOHN (345-9889) ⁸⁴⁷
3.	K-FIVE		SCOTT (768-7821) ⁶³⁰
4.	J-K-S-VENTURES		Sherrri (338-3534) ⁷⁰⁸

State the number of years in this business 30.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract 19.

III DETAILED SPECIFICATIONS

Introduction:

The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, these detailed specifications, the Illinois Department of Transportation "Standard Specifications for the Road and Bridge Constructions", Adopted January 1, 2007 (hereinafter referred to as the "Standard Specifications"), the latest edition of "Supplemental Specifications and Recurring Special Provisions" and the latest edition of the "Illinois Manual on Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids.

The detailed specifications and standards are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said detailed specifications and standards shall take precedent and govern.

Scope of Work:

The purpose of this contract is to provide sound pavement patching of Village utility repairs and other pavement repair of Village streets. The Village maintains underground utilities that require excavation and repair in a timely manner. The final pavement restoration consists of High Early Strength (3500psi @ 72 hours) Portland Cement Concrete base course over the utility trench followed by a three inch asphalt surface course as shown in the attached Village of Oak Park details. The Village averages approximately 125 pavement repairs annually. Patching sizes vary, however a typical size is approximately 10' x 10'.

The amount of work under this contract will be subject to the actual number of utility pavement patch repairs required and the availability of funds for this work. The Village is requesting unit prices for this work.

The bidder shall provide all necessary equipment, manpower and material to complete the work as required in these specifications.

Alterations, Omissions and Extra Work:

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Project Coordination:

The Village will coordinate bi-monthly with the bidder to assure prompt pavement repairs. In an effort to complete these repairs promptly and provide quality pavement replacement the bidder shall make the repairs within seven (7) days after notification from the Village.

Contract Period:

The initial contract shall be from June 1, 2011 to May 31, 2012.

Pavement Removal:

This work shall be done in conformance with the Village of Oak Park Bituminous Pavement Restoration Standard and Section 440 of the Standard Specifications and shall consist of the removal of the existing or temporary pavement.

This work will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL. Traffic control shall be included and shall not be paid for separately.

Pavement Patching:

This work shall be done in conformance with the Village of Oak Park Bituminous Pavement Restoration, Pavement Restoration and PCC Pavement Restoration Standards and Section 442 of the Standard Specifications, and shall consist of the removal of the temporary pavement, if necessary, and removal of the aggregate to allow for an 8" Class C Patch. While the base course cures, it shall be protected as directed by the Streets Superintendent with either a steel plate or Type II barricades with operating flashing lights. After the base course has cured, the adjacent asphalt pavement shall be saw cut and removed and replaced per the Village of Oak Park Pavement Restoration detail.

Note: HES concrete (3500 psi @ 72 hours) is required.

The bidder must be aware that Village streets include residential low vehicle volume roadways as well as collector and major arterial streets that will require appropriate traffic control to provide a safe work zone as well as protection of the curing concrete.

The HMA used shall be Hot Mix Asphalt Surface Course, Mix 'D', N50 as specified in the Illinois Standard Specifications for Road and Bridge Construction.

The bidder's employees shall be aware that they are working adjacent and sometimes in vehicular traffic. Employees shall work in a safe manner and wear an approved safety work vest and other appropriate work clothes as required.

The bidder is reminded that his employees are an extension of the Village workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated.** The Village has the right to require a bidder's employee to be immediately removed from the work crew if unacceptable behavior is exhibited.

This work will be paid for at the contract unit price per square yard for CLASS C PATCHES, 8" and CLASS D PATCHES 3" of the size specified. Traffic control shall be included and shall not be paid for separately.

Idling of Equipment:

Idling of Equipment:

The Department of Public Works has a "No Idling" policy. A copy has been attached to these specifications. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

Property Damage:

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

Hours of Work

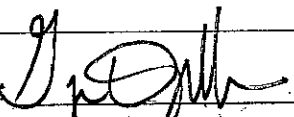
The Contractor shall only work on weekdays, (Monday, through Fridays), from 7:00 a.m. to 5:00 p.m. No work shall be performed outside of these days and times except as authorized by the Streets Superintendent. No work will be allowed on Legal Holidays as recognized by the Village of Oak Park.

**IV
BID FORM**

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE UTILITY PAVEMENT PATCHING AT VARIOUS LOCATIONS AS INSTRUCTED BY THE PUBLIC WORKS DEPARTMENT, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

No.	Item Description	Unit	Unit Price
1	Pavement Removal	Sq. Yd.	\$ 70.00
2	Class C Patches, Type I, 8"	Sq. Yd.	\$ 69.00
3	Class C Patches, Type II, 8"	Sq. Yd.	\$ 62.00
4	Class C Patches, Type III, 8"	Sq. Yd.	\$ 60.45
5	Class C Patches, Type IV, 8"	Sq. Yd.	\$ 60.42
6	Class D Patches, Type I, 3"	Sq. Yd.	\$ 50.00
7	Class D Patches, Type II, 3"	Sq. Yd.	\$ 49.00
8	Class D Patches, Type III, 3"	Sq. Yd.	\$ 48.00
9	Class D Patches, Type IV, 3"	Sq. Yd.	\$ 46.00

less 5 sy
5 sy to 15 sy
15 sy to 25 sy
+ 25 sy
less than 5s
5 to 15 sy
15 to 25 sy
over 25 sy

BID SIGNATURE 

State of IL

County of DuPage

George Angelillo
TYPE NAME OF SIGNEE

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

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

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

Dated 4-21-2011

G.A. PAVING Const Co.
Organization Name

(Seal - If Corporation)

By [Signature]
Authorized Signature

344 TRINITY LN
Address

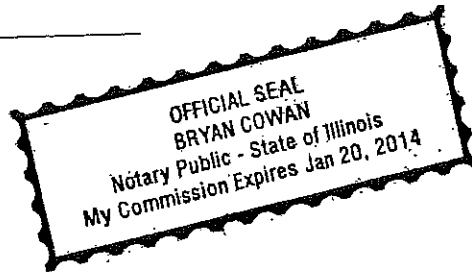
630-688-6193
Telephone

Subscribed and sworn to before me this 23 day of April, 2011.

[Signature]
Notary Public

In the state of IL

My Commission Expires 1/20/14



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation, which operates under the legal name of

G.A. PAVING Construction Co.

and is organized and existing under the laws of the State of

IL

The full names of its Officers are:

President George Angelillo

Secretary Debra Angelillo

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate

By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

The partnership does business under the legal name of

_____ which name is registered with the office of
_____ in the county of _____
in the state of _____.

(c) Sole Proprietor

The Bidder is a Sole Proprietor whose full name is _____.

If the Bidder is operating under a trade name said trade name is
_____ which name is registered with the office of
_____ in the county of _____ in the
state of _____.

Signed _____
Sole Proprietor



V
Contract

1. THIS AGREEMENT is made and concluded on _____, 2011 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and _____, 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 Bidders, Special Provisions and Plans for **Project 11-116 Utility Pavement Patching**
 - b. Contractor's Bid dated _____

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

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 Streets Superintendent under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf the Contracting entity.
6. 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

Contractor

By: _____
Signature

Printed Name

Its: _____
Title

VI
BIDDER CERTIFICATION

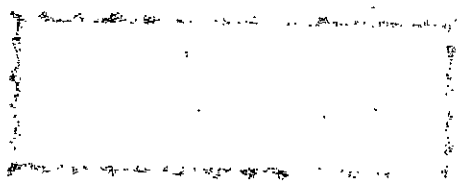
G.A. PAVING CONST. CO. INC., as part of its bid on a contract for
(name of bidder)

Utility Pavement Patching in the Village of Oak Park, hereby certifies that said bidder is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: [Signature]
(Authorized Agent of Bidder)

Subscribed and sworn to before me this 20 day of April, 2011.

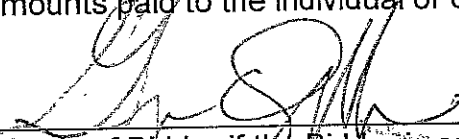
[Signature]
(Notary Public)



VII
TAX COMPLIANCE AFFIDAVIT

George Angelillo, being first duly sworn, deposes and says: that he/she
is OWNER/OFFICER of G.A. paving const. co.
(partner, officer, owner, etc.) (Bidder)

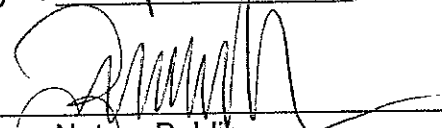
The individual or entity making the foregoing bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.



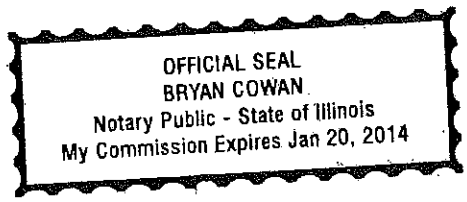
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partner)
(Name of the Officer if the Bidder is a Corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 08 day of April, 2011.



Notary Public



VIII
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE

NOTE: This affidavit must be executed and submitted with the signed bid form. No bids can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the bid.

George Angelillo _____, being first duly sworn, deposes and says that
(Name of person making the Affidavit)

pres/officer of G.A. PAVING CONST. CO INC and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that G.A. PAVING
(Name of

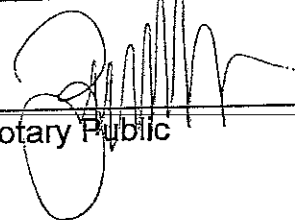
CONST. CO INC is an "Equal Opportunity Employer" as defined by Section 2000
company)

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.

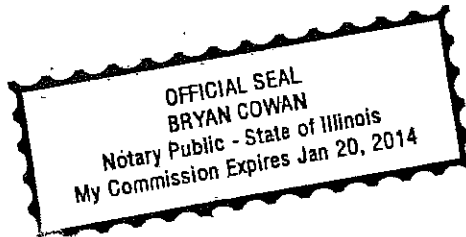


Subscribed and sworn to before

me their 28 day of
April, 2011.



Notary Public



IX
VILLAGE OF OAK PARK
EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of bid. An incomplete form will disqualify your bid. For assistance in completing this form, contact the Department of Public Works (708) 358-5700.

An EEO-1 Report may be submitted in lieu of this report.

1. Bidder Name: _____

2. Check here if your firm is:

- _____ MBE
_____ WBE
_____ Non WBE / WBE

1. What is the size of the Firm's current stable work force?

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

2. Complete, sign and notarize the following chart.

3. Similar information will be requested of all sub-selected firms working on their contract. Forms will be furnished to the low responsible Bidder with the notice of contract award, and these forms must be completed and submitted to the Village of Oak Park before execution of the contract by the Village.



VILLAGE OF OAK PARK
EEO REPORT, page 1 of 2

BIDDER NAME: G.A. Paving Co Inc. TOTAL # OF EMPLOYEES: 12

Job Categories	Total Employees	Total Males	Total Females	Male				Female				
				Black	Hispanic	Amer. Indian & Alaskan Nat.	Asian & Pacific Islander	Black	Hispanic	Amer. Indian & Alaskan Nat.	Asian and Pacific Islander	
Officials & Managers	1		1									
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers	11	11		2	4							
Service Workers												
Management Trainees												
Apprentices												
TOTALS	12	11	1	2	4							

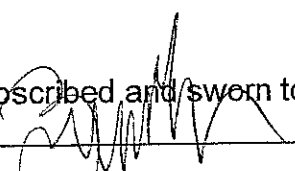
This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will disqualify your company from consideration.

VILLAGE OF OAK PARK
EEO REPORT, page 2 of 2

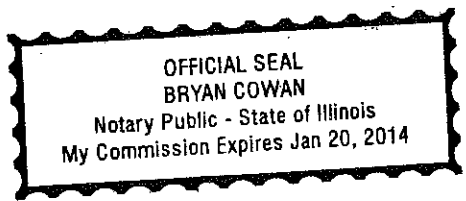
George Angelillo, being first duly sworn, deposes and says that he/she
is
(Name of Person Making Affidavit)

the PRES/OFFICER/LAWEN and that the above EEO Report
(Title of Officer)

information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me

(Notary Public)

on this 28 day of April, 2011.



Notary Public's seal

X
SCHEDULE C

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: _____ contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

- No
 Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/contract:

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime bidder declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime bidder)

Print Name

Print Name

Firm Name

Firm Name

SCHEDULE C (continued)

Date

Date

Subscribed and sworn before me this _____ day of _____, 2011,

(SEAL)

Signature of Notary Public

My Commission expires on _____

**SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT**

Contract #: _____ contract Value: \$ _____

Contact Person: _____ Phone: _____ Fax: _____

Description of Commodities/Services to be provided by the bidder on this contract:

Any questions regarding compliance with these requirements should be directed to:

Purchasing Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5472

I, _____ (print name) hereby agree to comply with and be bound by the provisions to submit, as part of this Bid, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this Bid; that the M/WBE Participation Plan is an element of bidder responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

Signed	Name and Title (Print)
Firm Name (Print)	Firm Address (Print)
Phone	City/State/Zip
Fax	

SUBSCRIBED AND SWORN before me this _____ day of _____, 2011,

Signature of Notary Public

(SEAL)

**SCHEDULE D (continued):
M/WBE PARTICIPATION AFFIDAVIT**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:

Prime bidders; Joint Venture Partners; Subcontractor; and/or Suppliers.

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

Name of M/WBE Firm:		Race / Gender:	
Address:			
City/State/Zip:			
Telephone No.:		Fax:	
Contact Person:			
Dollar Amount: \$	%	Schedule C attached? [] Yes [] No	
Description of Commodity/Service:			

SCHEDULE D (continued)

Total MBE \$ _____	%
Total WBE \$ _____	%
Grand Total MBE \$ _____	%
Grand Total WBE \$ _____	%

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime bidder if the joint venture is a Subcontractor.

Name of MBE/WBE Partner Firm	Name of non-MBE/WBE Partner Firm
Signature of Affiliate	Signature of Affiliate
Name and Title of Affiliate	Name and Title of Affiliate
Date	Date

SCHEDULE D (continued)

On this _____ day of _____, 2011, the above signed
officers _____,
(Names of affiliate)

personally appeared and, known to me are the persons described in the foregoing
Affidavit, acknowledged that they executed the same in the capacity therein stated and for
the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public

(SEAL)

Commission Expires: _____

XI
NO BID EXPLANATION

If your firm does not wish to submit a bid for the attached contract, please return the bid along with any comments you may have concerning this bid or any related factors that prevented you from submitting a response.

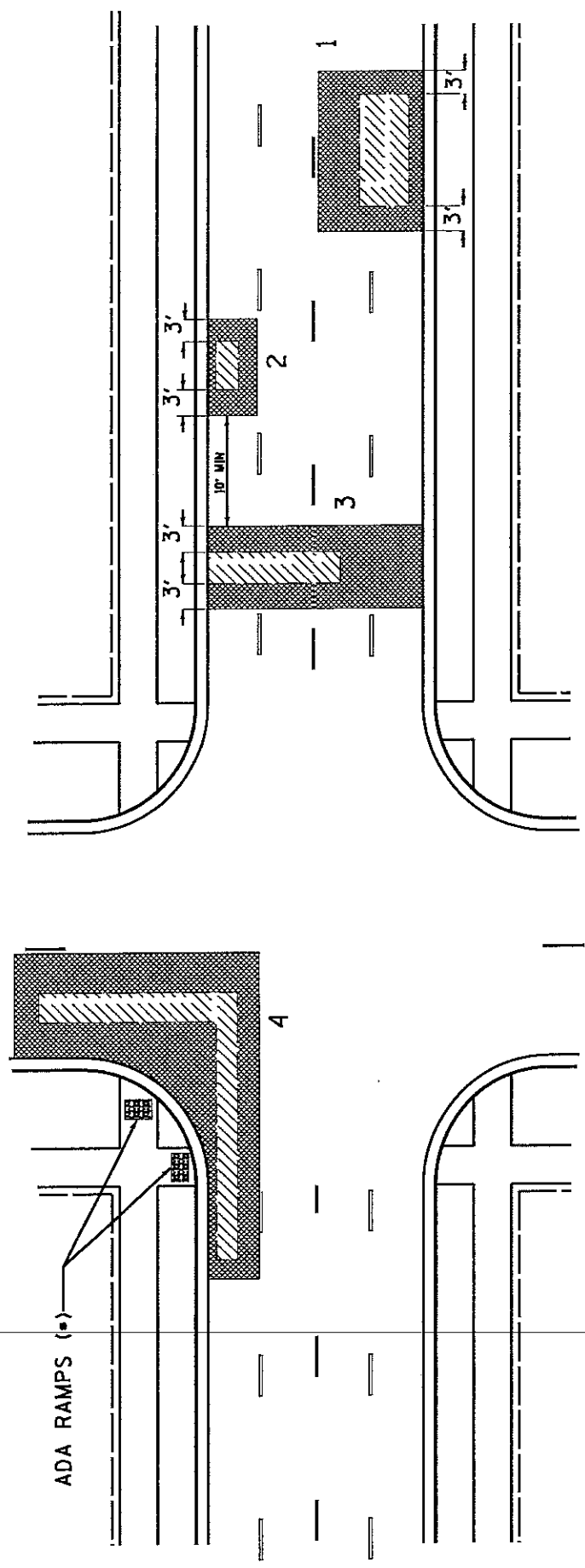
Thank you.

BID NO.: 11-116 PUBLIC WORKS
PROJECT NAME: UTILITY PAVEMENT PATCHING

COMMENTS:


XII
APPENDIX

STREET CUTS AND ASPHALT RESTORATION REQUIREMENTS




- (1) 1/2 WIDTH LONGITUDINAL ASPHALT RESTORATION
- (2) 1/4 WIDTH LONGITUDINAL ASPHALT RESTORATION
- (3) FULL WIDTH ASPHALT RESTORATION
- (4) COMB. 1/4 & 1/2 ANGULAR ASPHALT RESTORATION (INCL. HC RAMPS)

LEGEND

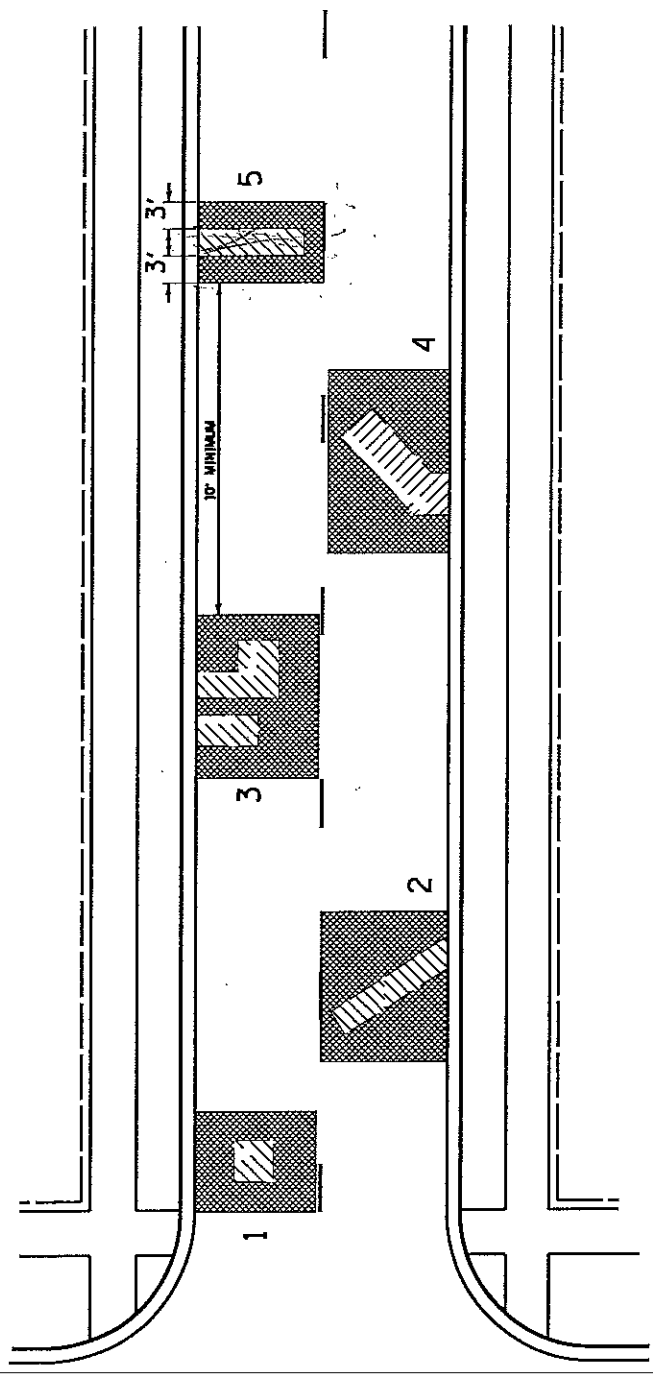


UTILITY/STREET CUT



VOP STANDARD FOR ASPHALT RESTORATION

STREET CUTS AND ASPHALT RESTORATION REQUIREMENTS



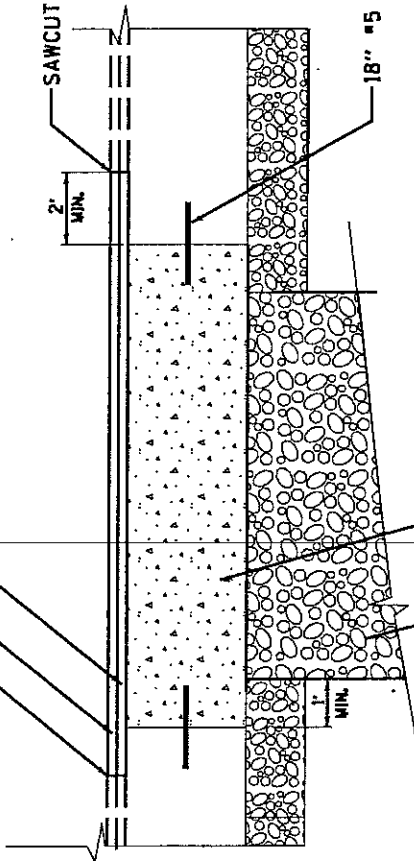
- (1) 1/2 WIDTH LATERAL ASPHALT RESTORATION
- (2) 1/2 WIDTH LONGITUDINAL ASPHALT RESTORATION
- (3) MULTIPLE CUT ASPHALT RESTORATION
- (4) 1/2 WIDTH LONGITUDINAL ASPHALT RESTORATION
- (5) 1/2 WIDTH LATERAL ASPHALT RESTORATION

<p>LEGEND</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>UTILITY/STREET CUT</p> </div> <div style="text-align: center;"> <p>VOP STANDARD FOR ASPHALT RESTORATION</p> </div> </div>	
---	--

SAWCUT MIN. 2' FROM TRENCH (TYP.)

1 1/2" SURFACE COURSE *
MIX 'D', CLASS 1

1 1/2" BIT. BINDER COURSE *



18" #5 TIE BARS @ 30" C-C **

9" PCC BASE COURSE *

TRENCH BACKFILL (95% COMPACTION)

NOTES:

NOTIFY THE VILLAGE OF OAK PARK, ENGINEERING DIVISION 708-358-5700 AND J.U.L.I.E. 800-892-0123 48 HOURS IN ADVANCE OF WORK

ALL MATERIALS AND METHODS SHALL MEET THE REQUIREMENTS OF THE LATEST "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" OF THE STATE OF ILLINOIS, UNLESS SPECIFICALLY NOTED IN THIS STANDARD.

UNSUITABLE SUB-BASE MATERIAL TO BE REPLACED WITH 4" SUB-BASE MATERIAL, TYPE B AS DIRECTED BY VOP ENGINEERING

IN LIEU OF BINDER COURSE 3" OF SURFACE COURSE MAY BE USED IF THE TOTAL PATCH AREA IS LESS THAN 200 SQ. FT

IF THE PERMANENT PATCH CANNOT BE PLACED WITHIN FIVE BUSINESS DAYS AFTER COMPLETION OF THE WORK, A TEMPORARY PATCH SHALL BE PLACED.

* REQUIRED DEPTHS FOR RESIDENTIAL STREETS:

SURFACE COURSE: 2"

BINDER COURSE: NOT REQUIRED

PCC BASE COURSE: 8"

** TIE BARS REQUIRED WHERE ADJACENT BASE COURSE IS PORTLAND CEMENT CONCRETE

VILLAGE OF OAK PARK
ENGINEERING DIVISION

PUBLIC WAY
CONSTRUCTION, REPAIR & RESTORATION STANDARDS

BIT. PAVEMENT RESTORATION

DATE: 3/29/2011

NOTES:

NOTIFY THE VILLAGE OF OAK PARK, ENGINEERING DIVISION 708-358-570D AND J.U.L.I.E. 800-892-0123 48 HOURS IN ADVANCE OF WORK

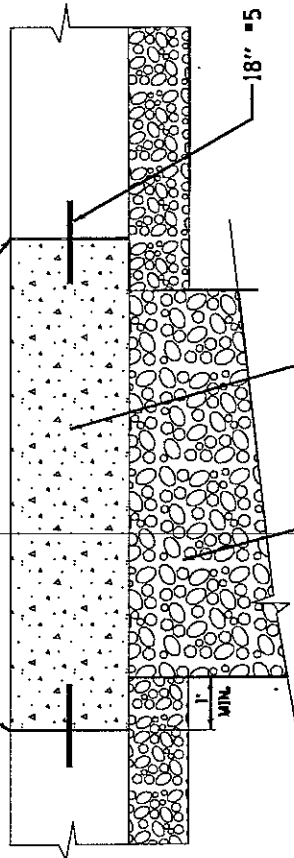
ALL MATERIALS AND METHODS SHALL MEET THE REQUIREMENTS OF THE LATEST "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" OF THE STATE OF ILLINOIS, UNLESS SPECIFICALLY NOTED IN THIS STANDARD.

UNSUITABLE SUB-BASE MATERIAL TO BE REPLACED WITH 4" SUB-BASE MATERIAL, TYPE B AS DIRECTED BY VOP ENGINEERING

PCC PAVEMENT - INCLUDING ALLEYS - SHALL BE SAWCUT FULL-DEPTH AT EXISTING JOINTS. SMALLER PATCHES WILL NOT BE ALLOWED. (SEE DRAWINGS BELOW)

IF THE PERMANENT PATCH CANNOT BE PLACED WITHIN FIVE BUSINESS DAYS AFTER COMPLETION OF THE WORK, A TEMPORARY PATCH SHALL BE PLACED.

SAWCUT FULL DEPTH AT NEAREST EXISTING JOINT



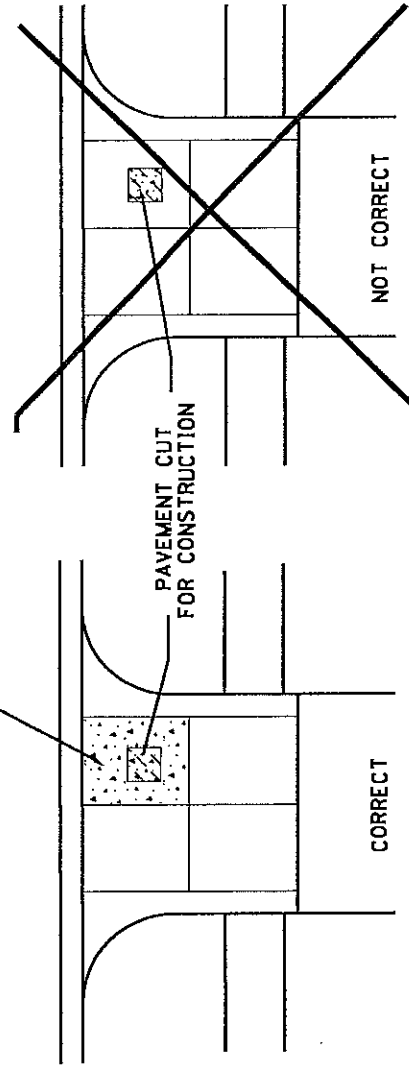
18" #5 TIE BARS @ 30" C-C **

7'-9" PCC PAVEMENT

UTILITY TRENCH (BACKFILL 95% COMPACTION)

PCC PAVEMENT PATCH TO EXISTING JOINTS

PAVEMENT CUT FOR CONSTRUCTION



CORRECT

NOT CORRECT

VILLAGE OF OAK PARK
ENGINEERING DIVISION

PUBLIC WAY
CONSTRUCTION, REPAIR & RESTORATION STANDARDS

PCC PAVEMENT RESTORATION

DATE: 3/20/2011

P(5)

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


Item Title: Resolution Authorizing Execution of a Contract with Anderson Elevator Company for Repair of Elevator Equipment at the Avenue Garage in an Amount not to Exceed \$48,750.

Resolution or Ordinance No. _____

Date of Board Action May 16, 2011

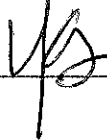
Staff Review:

Parking Services Manager



Cara Pavlicek

Village Managers Office



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

The 540 space Avenue Parking Garage opened in late 2001 and includes two elevators located in the north stairwell of the facility. On April 29, 2011, the west elevator became inoperable. Subsequent inspection determined that the underground hydraulic cylinder which operates the elevator car had failed and required replacement. Staff obtained a proposal from Anderson Elevator, the current Village contractor for a majority of the parking garage elevators for removal and replacement of the west elevator hydraulic cylinder in an amount not to exceed \$48,750. Due to the emergency nature of the needed repairs to this elevator, staff requests a waiver of the formal bid process and award of a contract to Anderson Elevator. Upon award of the contract, it will take thirty days to fabricate and install the new cylinder.

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

A copy of the Anderson Elevator proposal to replace the hydraulic cylinder is attached. Anderson has provided the Village with excellent service over the years and it is recommended that a contract be awarded to Anderson in an amount not to exceed \$48,750.

Item Budget Commentary:

The Parking Fund budget does not contain funds for the elevator work at the Avenue Garage. As a result, it is proposed that funding be provided as follows from the Parking Fund:

Fund / Account	Budget Amount	Purpose	Comments
5060-43770-788-570705	\$15,000	Restriping 2 nd floor of garage	Delay this project to a future year
5060-43770-788-570705	\$7,000	Funds that were budgeted for Holley Court Elevator Replacement in excess of actual project costs (project budget was \$75,000 contract awarded for \$68,000).	Use these budgeted funds for Avenue Garage elevator repair
5060-43770-785-	\$26,750	Elevator replacement Lake	Reduce the budgeted funds available

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

570705		and Forest Garage (a total of \$125,000 was budgeted)	for the Lake and Forest Garage elevator replacement project. It should be noted that staff is not actively pursuing replacement of the elevator in anticipation of the economic development project scheduled for the Lake and Forest corner. Should the elevator fail, prior to site redevelopment, replacement/repair would need to occur with the remaining \$99,250 of budget authority.
Total Budgeted Funds Available	\$48,750		
<p>Proposed Action: Approve the Resolution.</p>			

RESOLUTION

AUTHORIZING AN AGREEMENT WITH ANDERSON ELEVATOR COMPANY FOR REPAIR OF ELEVATOR EQUIPMENT AT THE AVENUE GARAGE IN AN AMOUNT NOT TO EXCEED \$48,750

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute an agreement with Anderson Elevator Company, Broadview, Illinois for replacement of elevator equipment at the Avenue Garage in an amount not to exceed \$48,750. Said contract shall conform substantially to the contract attached hereto as Exhibit A and made part hereof; and

BE IT FURTHER RESOLVED that the Village formal bid process is waived with respect to this contract.

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me, this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

Agreement Between the Village of Oak Park and Anderson Elevator for repairs to the Holley Court Garage

THIS AGREEMENT is made and concluded on October 4, 2010 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL and Anderson Elevator/South West Industries, Inc., 2801 S 19th Ave, Broadview, Il 60155 (Contractor) for elevator repairs to the Holley Court Garage.

A. Scope of Work

1. Contractor agrees to perform the scope of work detailed in its proposal dated May 3, 2011.
2. Any changes to the scope of the services which result in an increase in the contract price will be subject to a contract addendum signed by both parties.
3. Contractor will not allow its work to interfere with the ongoing use of the facility by the Village or the public and will take all necessary actions as directed by the Village in that regard.
4. Contractor will otherwise perform 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 of Oak Park Engineer and Public Works Director.

B. Work Hours

The work shall be performed during the hours 7 a.m. to 6 p.m., Monday through Friday, except for Village holidays.

C. Licenses and Permits

The Contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any necessary building permits. The Village will issue any necessary building permits for this work at no fee.

D. Contract Price

The Contractor agrees to perform the work in an amount not to exceed \$48,750. The Village of Oak Park is exempt from the payment of Illinois sales tax, Exemption No. E9998-1823-06.

E. Prevailing Wage Act

This contract calls for the maintenance, repair or construction of an improvement to a fixed public work or equipment, and is therefore a public work within the meaning of the Illinois

Prevailing Wage Act, 820 ILCS 130/.01 et. seq. Therefore Contractor shall pay not less than the prevailing rate of wages in the Village of Oak Park to all laborers, workers and mechanics performing work under this contract.

F. Final Acceptance and Final Payment

The work shall be considered complete upon final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Contractor shall supply the Village with all mechanics lien waivers and an invoice for the contract price.

Within 30 days of approval of the work and receipt of the Contractor's mechanics lien waiver, the Village will pay Contractor the Contract Price. If the Village does not make timely payment to Contractor, interest shall accrue at the maximum rate of 1% per month, as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4.

G. Correction of Work Prior To Final Payment

If the Village deems the work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

H. One Year Warranty

In addition to any other remedies the Village has available at law, Anderson agrees to guarantee that the equipment and workmanship will comply with the specifications in its proposal. If the Village notifies Anderson in writing of any defects in the equipment or workmanship not due to ordinary wear and tear, within one year after final acceptance, Anderson will correct those defects at no cost to the Village.

The Village agrees and understands that the equipment requires regular maintenance service, such as periodic examinations, lubrications and adjustments by a competent elevator mechanic and that Anderson's one year warranty does not replace the normal servicing of the equipment nor constitute free maintenance service. Anderson's one year warranty does not

include correcting breakage, maladjustment or other conditions occurring as a result of improper or inadequate maintenance.

I. Time For Completion

Time is of the essence for this repair. The contractor agrees to perform the work so that it will be completed no later than June 30, 2011, unless that date is extended by mutual written agreement of the parties.

J. No Subcontractors

No part of the services may be sublet to another contractor unless that subcontractor is approved in advance by the Village. Such approval shall be in writing.

K. Hold Harmless/ Indemnification

Contractor agrees to indemnify, save harmless and defend the Village of Oak Park, its agents, servants and employees, from any and all claims, actions, causes of action, demands, damages, costs and attorneys' fees which may accrue, directly or indirectly, for or on account of any and all foreseen and unforeseen bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the specific work covered by this contract.

L. Insurance

The contractor shall obtain and keep in force at all times during the performance of the contract the following types of insurance. Contractor shall not begin work under the contract until all the required insurance has been obtained and until the Village has been furnished with acceptable evidence of insurance.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide for all compensation levels and amounts as mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.

2. Comprehensive General Liability in the minimum amount of \$1,000,000 per occurrence for both bodily injury and property damage, which policy shall name the Village of Oak Park as a named additional insured. The contractor shall provide the Village with a policy endorsement or other proof that the Village has been named as an additional insured.

M. Entire Agreement

This agreement, together with the Village's request for proposals and the Contractor's proposal, and the Contract Bond, constitute the terms of this agreement. Where any terms in the Contractor's proposal conflict with the terms of this Agreement, this Agreement shall govern.

By signing below, the parties agree to the terms and conditions set forth above.

VILLAGE OF OAK PARK

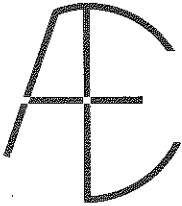
ANDERSON ELEVATOR COMPANY

By: _____
Thomas W. Barwin
Village Manager

By: _____
Michael Gibbs, QEI

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011
[Signature]
LAW DEPARTMENT



ANDERSON ELEVATOR CO.

South West Industries, Inc.
2801 South 19th Avenue, Broadview, IL 60155
708/345-9710 Fax 708/345-9507
andersonelev@cs.com

PROPOSAL

**TO: VILLAGE OF OAK PARK
123 MADISON STREET
OAK PARK, IL 60302**

MAY 3, 2011

ATTN: MS. CARA PAYLICEK

**RE: AVENUE PARKING DECK
WEST ELEVATOR CYLINDER**

SUBJECT TO ALL CONDITIONS STIPULATED ON THE REVERSE SIDE, WE PROPOSE TO FURNISH MATERIALS AND LABOR AS DETAILED:


- DUE TO THE FAILURE OF THE UNDERGROUND CYLINDER, ANDERSON ELEVATOR WILL REMOVE THE HYDRAULIC CYLINDER FROM THE WEST ELEVATOR.
- ANDERSON ELEVATOR WILL INSTALL A NEW HYDRAULIC CYLINDER OF PROPER SIZE WITH ALL REQUIRED ENVIRONMENTAL PROTECTION FEATURES TO BE IN PLACE UPON COMPLETION.

PRICE: \$48,750.00 (FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO CENTS)

TERMS: 30 DAYS

THE UNDERSIGNED ACCEPTS THIS PROPOSAL AND ALL ITS TERMS AND CONDITIONS PRINTED ON THE BACK.

COMPANY: _____ SUBMITTED BY: ANDERSON ELEVATOR COMPANY

BY: _____ BY:  MICHAEL GIBBS

TITLE: _____ TITLE: QEI

DATE: _____ DATE: MAY 3, 2011

VILLAGE OF OAK PARK

Q

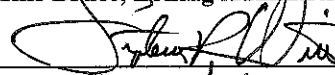
AGENDA ITEM COMMENTARY

Item Title: Review And Approve The Request To Install An Eight-Foot Tall Fence At 512 S. East Avenue.

Date of Board Action: May 16, 2011

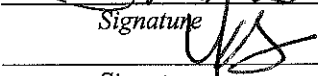
Submitted by: Mike Bruce, Zoning Administrator

Department Director:



Signature

Village Manager's Office:



Signature

Item History:

Historically the Village Board has presided over fence variation requests. There is no history with this Board regarding this fence variation request.

Item Policy Commentary:

Section 17-1-3.1 (A) (4) allows a seven-foot (7') fence to be erected between adjacent properties with the signed consent of the adjacent property owner of record. Based upon this section, a property owner whose side yard lies adjacent to a public alley has been afforded the same right to erect a seven-foot tall fence along said property line.

Rita Shack presents a request for a fence variation for a fence along her side yard that lies adjacent to a public alley. The applicant is requesting permission to replace an approximately six-foot tall wood fence with an eight-foot tall wood fence at 512 S. East Avenue. Said fence would run along the north property line between the house and the garage, adjacent to a 15 foot wide public alley. The initial request was for a ten foot tall wood fence. However, the Village Code limits fences in this location to seven-feet in height when the adjacent property owner is the Village of Oak Park. Thus Rita Shack's request is for an eight-foot tall wood fence.

Pursuant to Section 17-1-3.1 (C) of the Village Code, should a fence of greater height or a fence containing less open space be desired, The Village Board of Trustees may permit the erection and construction of fences not to exceed eight feet (8') in height which contain less than the required open space or no open space, whenever it can be shown that the property concerned is in need of a higher fence to permit the owner/occupant to reasonably enjoy the use of his/her property and that the proposed fence will not have an undue adverse effect on surrounding properties.

The subject property is improved with a single-family home and is located across the alley from a C-Commercial District. According to the owner, "Since Chicken & Waffles restaurant moved in, my privacy in my backyard has diminished. I look out my back door and kitchen windows and I see large trucks idling, customer cars driving through the alley, grease and garbage bins, employees throwing garbage and grease away, and employees smoking and making phone calls. They, in turn, can see into our house leaving us with no privacy."

Rita Shack has communicated her concerns to Darnell Johnson, the owner of Chicken & Waffles. Mr. Johnson understands her concerns and has agreed to pay for the permit fee and for the installation of the fence, if approved by the Village Board.

Item Budget Commentary: N/A

Proposed Action:

Review and approve the request to install an eight-foot tall fence at 512 S. East Avenue. Staff believes this request is appropriate to buffer a Commercial District from a Residential District.



Fence Permit Application

Building and Property Standards Department

The Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
www.oak-park.us

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

Job Address		Property Identification Number	
512 S. EAST AVENUE		16-18-204-006-0000	
Property Owner		Telephone	
Kite Shack		708-383-1586	
Contractor		Telephone	
Juan Davila		(708)-420-2612	
Address		City	State
1912 S. 56th Ct		O'Leary	IL
			Zip
			60804

DESCRIPTION OF FENCE

Privacy FENCE 10' FT High.

J.U.L.I.E. Dig Authorization Number (call 1.800.892.0123): _____

Material	Percent Open	Height	Running Length
PRESSURE TREATED LUMBER		10' High	45'

Estimated Value of Improvement: \$4,300.00

Please attach a plat of survey indicating the proposed fence location.

If a fence is proposed to be constructed on multiple properties, a plat of survey for each property is required, in addition to a letter from each property owner consenting to the fence construction.

DISCLAIMER: The Village of Oak Park expressly disclaims any liability for proper location of the proposed fence.

The applicant hereby certifies to the correctness of the above information, has read, and understands the disclaimer provided.

Signature: Kite Shack Date: 3-16-11

OFFICE USE ONLY

REC: BUD2011-00254

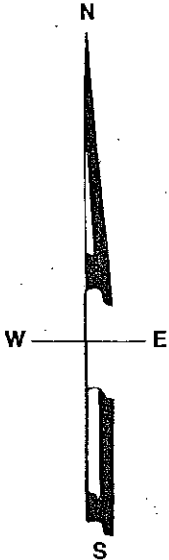
ENT: DR 3/16/11

PLAT OF SURVEY

NORTHWEST SURVEY SERVICE

685-4077
685-4078

Lot 44 in Block 2 in Power's Resubdivision of Lots 1 to 28 inclusive in Block 1 and Lots 1 to 28 inclusive in Block 2 of Chicago Herald Addition to Oak Park in Section 18, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



NORTHWEST SURVEY SERVICE P.C.
5911 W. HIGGINS AVE.
CHICAGO, IL 60630-1904

State of Illinois }
County of Cook } ss-

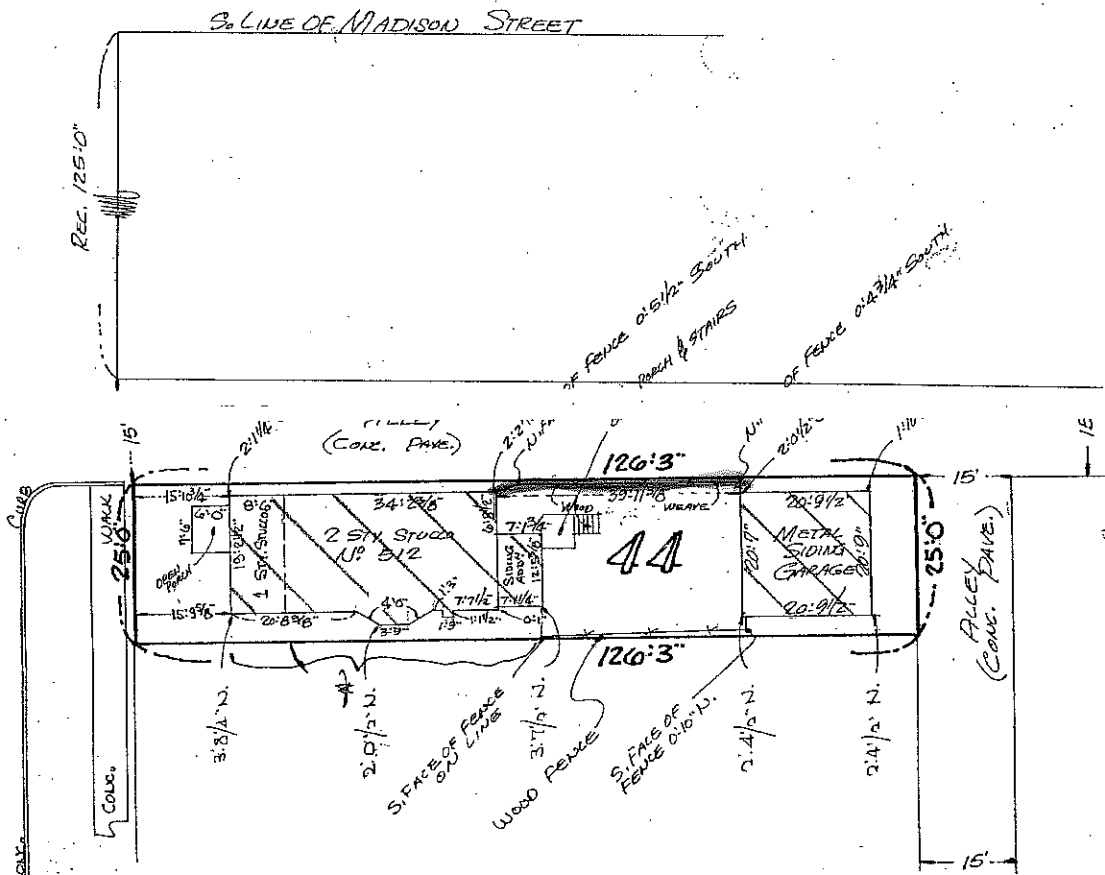
I, John A. Wey a Prof. Ill. Land Surveyor
do hereby certify that I have resurveyed the above
described property

May 24, 2001

John A. Wey
Prof. Ill. Land Surveyor

Scale 1 inch =
20' feet.

S. EAST AVENUE

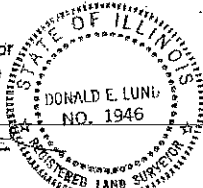
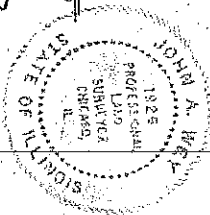


State of Illinois }
County of Cook } ss-

I, Donald E. Lund a Reg. Ill. Land Surveyor
do hereby certify that I have resurveyed the above
described property.

March 7, 1991

Donald E. Lund
Reg. Ill. Land Surveyor



Order No. 87398
Date March 11, 1987

Ordered By Barack, Ferrazzeno, et al
Additions March 24, 1987
Resurveyed For F. C. Pilgrim & Co.
Resurveyed For Mike Durlacher, Atty.
March 11, 1987

State of Illinois }
County of Cook } ss-

I, Donald E. Lund a Reg.
Ill. Land Surveyor do hereby certify that the Building
on the above property has been located under my
supervision.

Donald E. Lund
REG. ILL. LAND SURVEYOR

State of Illinois }
County of Cook } ss-

I, Donald E. Lund a Reg.
Ill. Land Surveyor do hereby certify that a survey of
the above described property has been made under
my supervision and that the plat hereon drawn is a
correct representation of said survey corrected to a
temperature of 62° Fahrenheit.

Donald E. Lund
REG. ILL. LAND SURVEYOR

VILLAGE OF OAK PARK

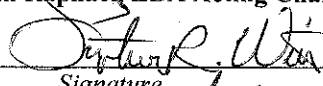
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AGENDA ITEM COMMENTARY

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 An After-School Care Center (A Day-Care Facility) At 409 Greenfield Street.

Date of Board Action: May 16, 2011

Submitted by: Alan Raphael, ZBA Acting Chair

Department Director: 
Signature

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.

On February 7, 2011, 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 March 2, 2011, the Zoning Commission held a public hearing on this matter.

On April 6, 2011, by a 4-0 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 3.1 and Section 4.5.2 (H) of the Oak Park Zoning Ordinance for the operation of an after-school care center at 409 Greenfield, subject to three (6) conditions and restrictions as outlined in the recommendation and findings of facts. See the attached recommendation and findings of facts.

Item Policy Commentary:
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. 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 Commission 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 Prairie Home School After-School Care at 409 Greenfield Street.

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



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

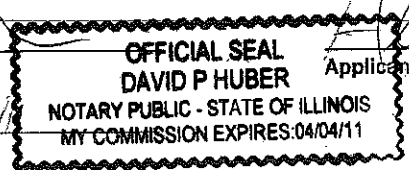
Certification

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.

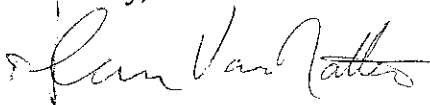
4. The proposed building or use complies with the more specific standards and criteria established for the particular building use in question by sections 2.2.7 (Planned Development Procedures) and 4.5 (Special Uses) of this Zoning Ordinance;

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,



Procedures for Transportation and Pick-up of Children.

Children arriving from Hatch School:

1. A Prairie Home School staff member will meet the children as a group at the school at dismissal time giving adequate time for children to assemble after dismissal.
2. Before departing, every child who will be attending after school care will be accounted for and their names will be checked on the attendance register.
3. The children and the escort will proceed to the care facility at The United Lutheran Church at 409 Greenfield Ave.
4. When children arrive inside the church, role will be called to account for all children.
5. The attendance register will be signed and dated by the Prairie Home School site manager and the escorting staff and filed in the attendance notebook.

Children arriving from other schools

1. Staff will meet the transporting vehicle at the Greenfield Street entrance to the United Lutheran Church and check the arriving child's name and note the time of arrival on the attendance register.

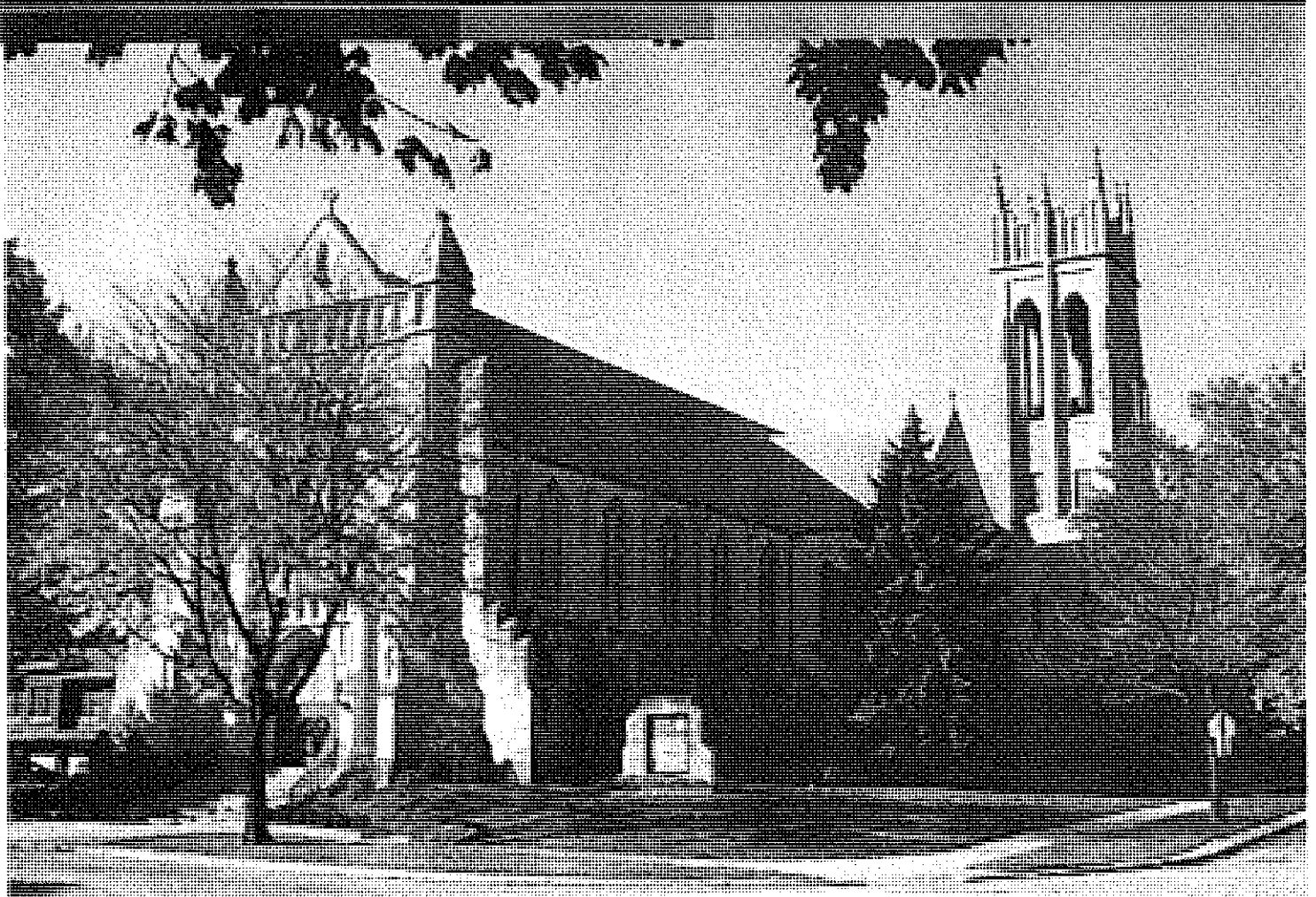
The arriving child will be escorted into the church building and the attendance register will be filed in the attendance notebook.

Parents Picking up Children

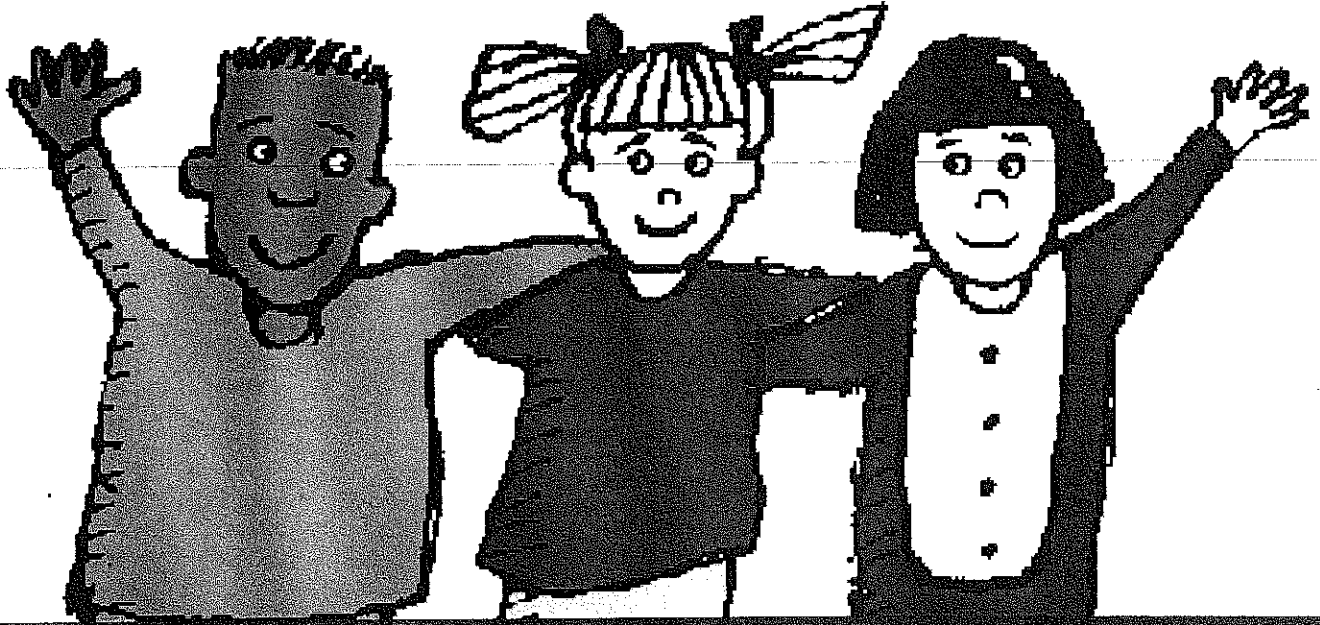
1. When parents, legal guardians or authorized caregivers arrive to pick up a child they must come inside the facility. No child will be dismissed to leave unless a Prairie Home School employee has made personal, visual contact with the adult picking up the child.
2. The parent or caregiver must sign the attendance register and enter the time that the child is picked up.
3. Children will only be released to persons who have been authorized by parents or guardians to do so. If a pick-up by someone other than a person on the authorized list is necessary, then a call must be made to the center director by the parent or guardian.
4. Access to the church facility will only be permitted at the Greenfield Street entrance. Parents and guardians picking up children must adhere to all pertinent traffic and parking regulations so as to facilitate safe and systematic passage of pedestrians and motor vehicles.
5. A Prairie Home School staff member will monitor and direct traffic near the Greenfield Street entrance to ensure safe and smooth traffic flow.

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



Welcome to Prairie Home School

Mission Statement Services

The Prairie Home School Staff is diligent and enthusiastic in our desire to provide quality care, academic assistance and restorative nurturing to school age children in our after-school facility. We support each student as he or she works to achieve “optimal intellectual growth. Our programs are designed to nurture, encourage and inform social, emotional and intellectual growth and good health.

Prairie Home School will provide:

- ◆ A clean, safe, comfortable environment for school-age children
- ◆ Space for children to relax and refresh
- ◆ A nutritious snack to reenergize them
- ◆ Quiet, comfortable areas to complete homework
- ◆ Homework assistance and encouragement
- ◆ Engaging leisure activities-games, puzzles, crafts, music
- ◆ Space to run, play, exercise, grow

Our Goals:

We are committed to ensure every child and family safe, comfortable, enjoyable experiences during after-school hours. We will always extend unconditional positive regard to all children and will create a welcoming and protective environment.

Admission and Enrollment Policies



Prairie Home School offers equal opportunity enrollment for school-age children-K through 5th 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.

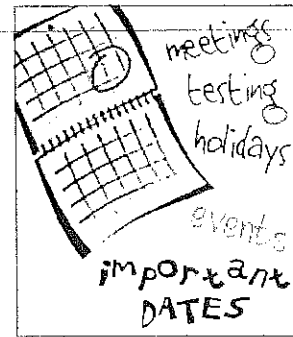
Hours of Operation

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

Tuition Fees and Payment Policy

Program tuition is \$19 per day per child for regular school days.

The average weekly cost \$95 per child.

Part-time enrollment is not available.

On institute days, when the school is closed we will be open from 8 A.M. to 6 P.M. Breakfast, lunch and snack will be served. Institute day tuition will be \$50 per day.

On Conference days when the school meets only in the morning we open from 12 P.M.- 6 P.M. Tuition will be \$30 per day.

Tuition will be invoiced monthly on the 15th for the following month's services. All payments are due by the 1st day of the month.

For example, according to the District 97 calendar there are 21 school days for the month of September. This translates to a monthly fee of \$399 per child due and payable by the 1st.

Payments received after the 1st day of the month will be overdue and a late fee of \$25 will be applied.

If accounts become overdue by 14 days the director will personally call to arrange payment. Accounts that continue in arrears can be terminated at the director's discretion.

Departure and Pick-Up Procedures

1. When parents, legal guardians or authorized caregivers arrive to pick up a child they must come inside the facility. No child will be dismissed to leave unless a Prairie Home School employee has made personal, visual contact with the adult picking up the child.
2. The parent or caregiver must sign the attendance register and enter the time that the child is picked up.
3. Children will only be released to persons who have been authorized by parents or guardians to do so. If a pick-up by someone other than a person on the authorized list is necessary, then a call must be made to the center director by the parent or guardian.

Transportation

Children arriving from Hatch School:

1. A Prairie Home School staff member will meet the children as a group at the school at dismissal time giving adequate time for children to assemble after dismissal.
2. Before departing, every child who will be attending after school care will be accounted for and their names will be checked on the attendance register.
3. The children and the escort will proceed to the care facility at The United Lutheran Church at 409 Greenfield Ave.
4. When they arrive inside the church, role will be called to account for all children.
5. The attendance register will be signed and dated by the Prairie Home School site manager and the escorting staff and filed in the attendance notebook.



Children arriving from other schools

1. Staff will meet the transporting vehicle at the Greenfield Avenue entrance to the United Lutheran Church and check the arriving child's name and note the time of arrival on the attendance register.
2. The arriving child will be escorted into the church building and the attendance register will be filed in the attendance notebook.

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.

Activities and Schedules

Prairie Home School will provide your children a refreshing snack and time to relax. Afterward, our staff will engage children in organized, purposeful play and exercise, interesting and enjoyable leisure activities and guided homework preparation.

Daily Schedule

3-3:15 → Role-Call and greetings

3:15-3:45 → Relaxation, snacks, drinks and conversation.

3:45-4:45 → Choice Time. A time when students may select large muscle activities such as volleyball, gym games, hand hockey, kick ball or other vigorous activities or they may choose low-level leisure activities such as reading, art, crafts or science projects. They may also begin homework preparation at this time. Children will have an opportunity to shift from large muscle activities to leisure projects and visa versa mid way through the period.

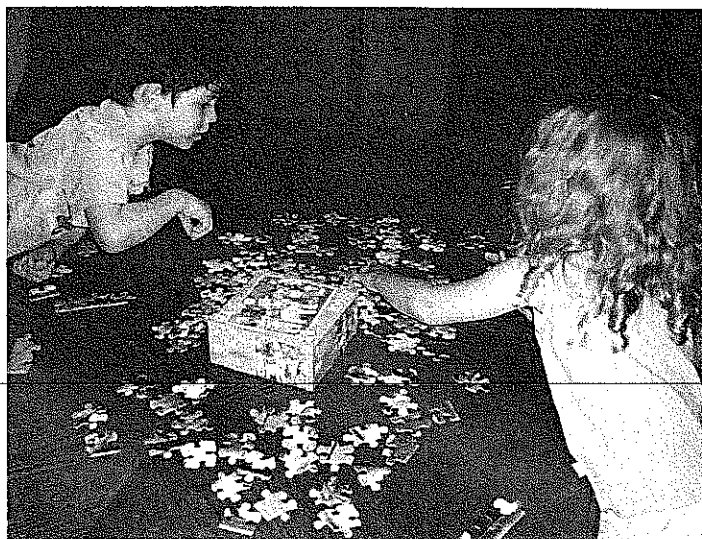
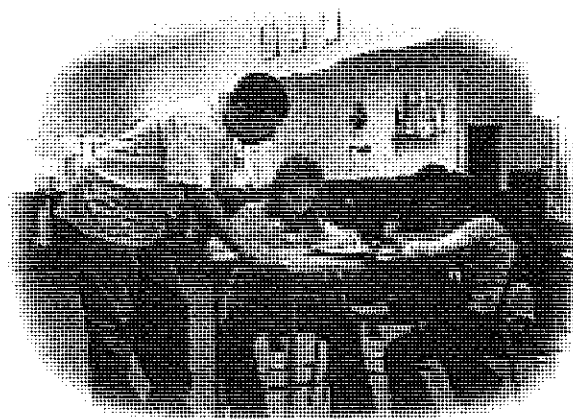
4:45-5:30 → Homework and quiet time. Children will have time to complete homework assignments and participate in a variety of leisure activities. Staff will be available to assist with homework.

Board games, puzzles, books and art & craft supplies will be available. Electronic games will not be allowed at this time.

5:30-6:00 → Clean up and prepare for departure. Time to put materials away, gather belongings together and get ready to go home.

Additional Activities

Children will also have opportunities to engage in a variety of special activities including drama presentations, talent show, art and craft show, Hatch Movie Night and spelling bee.



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.

Discharge Policy

A parent may terminate an after-school care contract by written notification 30 days prior the desired termination date. The final 30 day's tuition must be paid in full.

Prairie Home School may select to terminate a contract if any of the following situations develop:

1. Unpaid tuition in excess of 60 days past due if acceptable payment arrangements cannot be agreed upon.
2. Unresolved discipline problems are such that a child poses potential for harm to him or herself or to other children. Prairie Home School will first endeavor to resolve the discipline issue through parent/staff conferences and the establishment of a "plan of action" to correct the issue. Continued violation of rules or behavior contrary to the aims of Prairie Home School can, at the director's discretion and in accord with DCFS regulations, result in the termination of the after-school care contract.

DCFS states that:

"Any child who, after attempts have been made to meet the child's individual needs, demonstrates inability to benefit from the type of care offered by the facility, or whose presence is detrimental to the group, shall be discharged from the facility."

And further requires that:

In all instances, when a facility decides that it is in the best interest of the child to terminate enrollment, the child's and parents' needs shall be considered by planning with the parents to meet the child's needs when he or she leaves the facility, including referrals to other agencies or facilities.

Provision for Emergency Medical Care

For minor injuries: Prairie Home School staff is trained in first aid and CPR. In the event of a minor injury, the staff will administer basic first aid and will notify parents as soon as possible.

Injuries Requiring Medical Attention:

For injuries that require medical attention: The staff will call parents as soon as possible. If you cannot be reached we will call the emergency medical contact that you recorded on the Authorization for Release and Emergency Medical Treatment Form. The director will continue to try to contact you. If you are not immediately reachable and the staff feels that medical attention is imperative, they will contact your child's physician, and the center director or a teacher will accompany your child to a local hospital. An ambulance will be called to transport your child. The cost of any emergency medical treatment and related transportation for the child will be your responsibility.

Illness: The health and safety of each child is of paramount importance to Prairie Home School. If your child has been too ill to attend school, then he or she should not be brought to after-school care. In consideration of other families, we do not permit sick children to use the center. If your child becomes ill after arrival at PHS, we will contact you. We will keep your child comfortable in a quiet area until you can arrive to take your child home.

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

April 6, 2011

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

Re: Application of Alan R. Van Natter d/b/a Prairie Home School
for a Special Use Permit to Permit the Operation of a Day-Care Center
at 409 Greenfield Street, Oak Park

Dear Ladies and Gentlemen:

On November 20, 2010, Alan R. Van Natter, doing business as Prairie Home School, (hereinafter sometimes referred to as the "the Applicant"), filed an application with the Village of Oak Park for a special-use permit pursuant to Section 3.1 (Summary Use Matrix) of the Zoning Ordinance of the Village of Oak Park, authorizing the operation of a day-care center at the property commonly known as 409 Greenfield 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 March 2, 2011 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 February 9, 2011, in the "Wednesday Journal," a newspaper of general circulation in the Village of Oak Park.

A public hearing was held on March 2, 2011, 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 located at the southwest corner of Ridgeland and Greenfield in the "R-3" Single-Family District and is improved with a three story church building occupied by United Lutheran Church since 1927. The Subject Property is surrounded by residential uses on the north, south and west sides; on the east side, across Ridgeland Avenue, is Hatch School, a public elementary school.
2. That the Applicant and his wife currently operate a home based day-care facility at 1212 Russell Avenue, Oak Park, two blocks from the Subject Property. This day-care home, known as Prairie Home Kids, serves children ages 6 months to 5 years. Pursuant to the Zoning Ordinance, a day-care home may not serve more that eight children at any one time.
3. That the Applicant and United Lutheran Church have entered into an agreement to lease the Fellowship Hall, Lounge, Gym, certain restrooms and other facilities to Prairie Home School, LLC through the end of the 2012 school year for an after school program for up to 30 children in grades K-5, subject to the requested zoning relief. The agreement provides that the leased space would be available Mondays, Tuesdays, Thursdays, and Fridays from 2:00 p.m. to 7:00 p.m., and Wednesdays from 1:00 p.m. to 7:00 p.m. during the school year. The agreement also provides that the leased space would be available

from 7:00 a.m. to 7:00 p.m. on observed holidays, institute days, snow days, and other days during the normal school year when school is not in session.

4. That the Applicant wishes to establish a day care/after school center at the Subject Property for up to 30 children, drawing primarily from Hatch School children. He and his wife plan to employ a staff person, if the need arises, to maintain a 10 to 1 staff to student ratio.

5. That the proposed facility will have two classrooms and a gym. Pursuant to the Zoning Ordinance, two on-site parking spaces are required for staff. Because there are no on-site parking spaces on the Subject Property, except for the single space for church staff, the Applicant is seeking an allowance from this requirement. The Applicant testified that he and his wife would walk to the Subject Property, and that if they hire a staff person, a parking space is available in the driveway to their home.

6. That the evidence indicated that the issuance of a special-use permit allowing the operation of a day-care center 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, professional day care and early childhood education services in the Village. The evidence indicated that although Hephzibah operates an afterschool program at Hatch School, there is a waiting list for this program and the principal at Hatch would welcome additional afterschool programs in the area. The Applicant's son is a third grader at Hatch School.

7. That the evidence indicated that as conditioned below 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. The evidence indicated that there are eight parking spaces on Greenfield, adjacent to the church, which would be available for drop off and pickup of children. The Applicant's Revised Departure Plan For Prairie Home School, which has been approved by the Village Engineer, is attached and labeled Exhibit 1.

8. That Taylor Park, a public park, is available for excursions approximately one block south of the Subject Property.

9. That the Applicant's plans do not include any alterations to the exterior of the church building.

10. 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-3" Single-Family District regulations. The Applicant's proposed after school use is an extension of the public/private elementary school use, which is allowed in all zoning districts of the Village; this Zoning Board notes that elementary schools are in continuous weekday operation from approximately 8:00 A.M. to 4:00 P.M.

11. That the Applicant's proposed use of a portion of the Subject Property as a day care center is consistent with the Village's Comprehensive Plan and the goals and objectives of the Village of Oak Park. Quality, professional early childhood education is a fundamental goal of the community.

12. That the Applicant provided reasonable assurance that the proposed use will be completed in a timely manner and maintained thereafter. No structural changes are required for the proposed 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 Alan R. Van Natter, d/b/a/ Prairie Home School pursuant to the provisions of Section 3.1 of the Zoning Ordinance for issuance of a special-use permit to Alan R. Van Natter authorizing a day care center on the Subject Property be GRANTED, SUBJECT TO the following conditions and restrictions:

1. That the hours of operation of the center shall be not earlier than 7:00 A.M. or later than 7:00 P.M. weekdays.
2. That Prairie Home School LLC and the Van Natters be fully licensed by DCFS as a child care provider at all times. If such licensing is suspended or revoked, the director of the LLC shall immediately notify the Zoning Officer.
3. That the Van Natters operate and manage the day care center.
4. That the drop off and pickup of students be provided pursuant to the attached Revised Departure Plan For Prairie Home School. The Village will monitor the effectiveness of these procedures to insure minimal disruption to the surrounding neighborhood. If the Village determines that changes are required, the Applicant shall comply with those required changes.
5. That the Applicant, his wife and any of the Applicant's employees shall park their vehicles at the Applicant's home. On-site parking on the Subject Property is not required.
6. That in the event the Applicant fails 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 4 to
0 vote of the Zoning Commission,
this 6th day of April, 2011.

Revised departure plan for Prairie Home School

The purpose for a childcare departure plan is to ensure that children are safely and efficiently reunited with their parents after a day at school. Prairie Home School must see to it that every child in our care is accounted for and safely in the care of an authorized parent or guardian when they leave our facility. Children should not have to cross the street to enter their transporting vehicle. Our original plan did not fully take into consideration the limited parking facilities and the need to minimize traffic congestion around our location. In this plan we will address safety, parking and traffic flow.

Our schedule calls for staff and students to prepare for departure beginning at 5:30 P.M. each day. At that time, weather permitting, children will gather at the Greenfield St. exit and proceed outside to meet arriving parents. Parents will be instructed to approach the church from the west along Greenfield St. and park in the spaces available between the "No parking here to corner" sign and the handicapped parking spaces by the entry. As a parent drives up, Prairie Home Staff will identify the parent and escort the child to the car, checking them off the role. This method maximizes efficiency, minimizes time and facilitates traffic flow. In the event of inclement weather, the children will be gathered in the entryway area at the Greenfield entrance and where a PHS staffer will identify parents as they arrive and escort children to the car. When parents arrive earlier than 5:30 P.M. we ask that they phone PHS so that we may have the child ready to go and waiting near the exit. This plan provides a safe and efficient pick-up for children as they leave PHS care and reunite with parents or guardians.

Additionally, we want to be good neighbors to the residents along Greenfield St. and Edmer Avenue and we will ask that arriving parents do not park their car in front of driveways along Greenfield St. or Edmer. They should remain in their car and drive to the nearest parking space by the church when one is open. Our car facility will accommodate 30 children at maximum and even when full should not overburden available parking along Greenfield St.

Please refer to the accompanying sketch for a visual of the plan.

Alan Van Natter

EXHIBIT 1

VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

5

Item Title: Resolution Authorizing Execution of a Local Agency Agreement for Federal Participation for the Installation of Bus Shelters at Various Locations.

Resolution or Ordinance No. _____

Date of Board Action May 16, 2011

Staff Review:

Village Engineer

Jim Budjick

Finance Director

Craig Lester

Village Manager's Office

[Signature]

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 bus shelters at various locations throughout the Village.

The Engineering staff began working on the plans for these improvements in late 2010. IDOT approved the final drawings in April, 2011 and has slated this project for bidding on June 17, 2011.

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 \$106,500, including the engineering which is being done by in-house staff. The Agreement shows the CMAQ Grant currently picking up \$76,000 and the Village's share at \$30,500. At this time these figures are based on estimates and not on actual bid costs. Per the agreement, once bids are received the actual costs of the project will be split between CMAQ and the Village on an 80/20 basis.

Below is a breakdown of the costs as shown in the agreement. The locations of the shelters are also shown on the map attached to the agreement.

Federal Funds (CMAQ)	Budgeted Village Funds 3095-43780-802-570974	Total
\$176,000	\$35,000	\$211,000

The work included in this contract is for construction of the pads in which the shelters will be placed. Pace Suburban Bus will install the shelters on the pads at their own expense after the pads are completed. A separate agreement with Pace relative to the installation and maintenance of the shelter structures will be brought before the Board in the coming months.

Item Budgetary Commentary:

The 2011 Budget initially included \$35,000 in Capital Improvement Funds for the Village's share of this project as well as miscellaneous replacement street furniture. It is anticipated that the actual bids will come in lower than the estimate.

Proposed Action:

Approve the Resolution.

RESOLUTION

AUTHORIZING AN EXECUTION OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION IN THE BUS SHELTER PROJECT SECTION 10-00251-00-MS

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 Bus Shelter 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 16th day of May, 2011 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 16th day of May, 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Village of Oak Park	State Contract X	Day Labor	Local Contract	RR Force Account
Section 10-00251-00-MS	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-563-11	CMM-9003(822)				

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 Various Route Off-System Length N/A

Termini Various

Current Jurisdiction LA Existing Structure No N/A

Project Description

Installing Bus Passenger Shelter pads and Shelters at various locations throughout the Village of Oak Park.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	74,000	(*)		()	30,000	(BAL)	104,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	2,000	(*)		()	500	(BAL)	2,500
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 76,000		\$		\$ 30,500		\$ 106,500

* Maximum FHWA (STA) participation 80% not to exceed \$76,000

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

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


The above signature certifies the agency's TIN number is
36-6006027 conducting business as a Governmental
Entity.

DUNS Number 02-094-7966

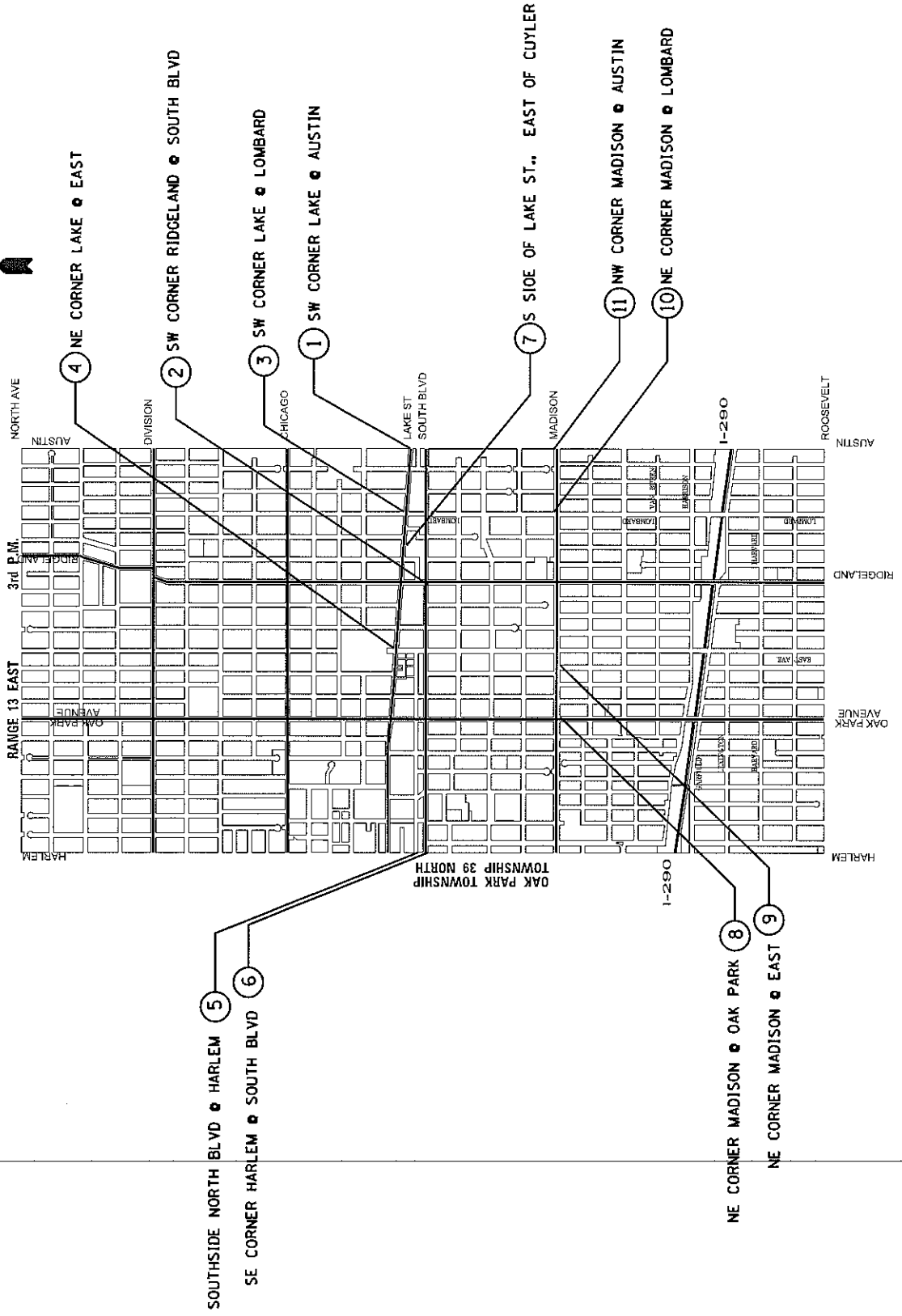
NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

REVIEWED AND APPROVED
AS TO FORM

MAY 10 2011


LAW DEPARTMENT

VILLAGE OF OAK PARK BUS SHELTER DEVELOPMENT LOCATION MAP



VILLAGE OF OAK PARK

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AGENDA ITEM COMMENTARY

Item Title: Motion To Refer Application For Special Use Permit From Evolution Fitness, by its authorized agent Errol Kirsch, For A Hand Car Wash Facility at 711 Madison Street To The Zoning Board Of Appeals To Hold A Public Hearing.

Date of Board Action: May 16, 2011

Submitted by: Michael Bruce, Zoning officer

Village Manager's Office: _____
Signature

Item History:

On April 29, 2011, Errol Kirsch, on behalf of Evolution Fitness, filed an application pursuant to Section 3.1 (Summary Use Matrix), Section 3.9.6 F 3 C and Section 4.5.2 G (Car Washes) of the Zoning Ordinance of the Village of Oak Park requesting the issuance of a special use permit authorizing a hand car wash facility located at 711 Madison Street, which is located in a C-Commercial District. The above Sections of the Zoning Ordinance stipulate that a Special Use Permit shall be required for a Car Wash, including hand wash and detailing in a C-Commercial District.

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 proposed hand car wash facility will be located in the Foley Rice building located at the southwest corner of Wesley Avenue and Madison Street. Specifically the proposed use will be within the eastern portion of the Foley Rice Building, which was constructed as an addition to the one story brick and stone commercial building in 2006. All hand car wash operations would be performed wholly within this existing addition to the Foley Rice building on the Subject Property. Vehicles will enter the building via a curb cut off of Wesley Avenue and exit the building onto Madison Street, according to the applicant.

Item Budget Commentary:

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

Proposed Commission Action:

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



Application for Special-Use Permit

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

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

Applicant Information

Name of Applicant: Evolution Fitness

Address of Subject Property: 711 Madison Street

Owner of Subject Property: Essex Group Owner's Address: 100 Skokie Blvd Northbrook 60062

Authorized Agent: errol jay kirsch Address: 1046 Fair Oaks Oak Park, IL

Are there any original covenants, conditions, or deed restrictions concerning this property in the type of improvements, setbacks, 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: Dec 29 1987

Case Information

The Applicant seeks a special-use permit to: install a hand car wash within the east side portion of the building.

The subject property is located in the C-Commercial Zone District.

The subject property is presently used as: a fitness center

Certification

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

Sworn to me this _____ day of _____, 20_____

Notary Public _____

errol jay kirsch agent for Applicant Evolution fitness

My commission expires: _____

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



Disclosure of Beneficiaries

Village of Oak Park 708.358.5430
123 Madison Street Fax: 708.358.5114
Oak Park, IL 60302-4272 TTY 708.383.0048

Address of Subject Property: 711 MADISON STREET Date: April 27 2011
Property Identification Number(s) (PIN):

Owner Information

You must provide the following information. If additional space is needed, attach extra pages to this form.

Owner 1 Name: ESSBY GROUP Telephone No.: 847 567 4090
Owner 1 Address: Facsimile No.:
Owner 2 Name: Telephone No.:
Owner 2 Address: Facsimile No.:

If property is held in a Land Trust, provide name(s) of all beneficial owners.
(A Certificate of Trust must be attached hereto.)

Applicant Information

Applicant's Name: errol jay kirsch Telephone No.: 708 386 9190
Applicant's Address: 1046 fair oaks oak pk ill 60302 Facsimile No.: 708 386 9225

Contact Information
(If different than Applicant)

Project Contact: Telephone No.:
Contact's Address: Facsimile No.:

Proprietary Interest of Applicant

Owner Legal Representative Contract Purchaser Other: Authorized agent

Certification

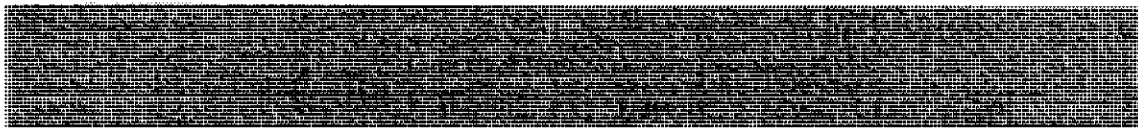
I hereby depose and say that all the above statements, as well as any statements contained in the items of information submitted in support of this application submitted herewith, are true.

Sworn to me this day of , 20

Applicant/Authorized Agent (circle one) errol jay kirsch

Notary Public

My commission expires:



Standards for Special Uses

Article 2, Section 2.2.3[D] of the Zoning Ordinance

of the

Village of Oak Park

[1]

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

The proposed use is desirable, because the applicant will install a "hand done car wash" within an existing enclosed building, which will be in the interest of public convenience, therefore, contributing to the general welfare of the neighborhood and the 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 proposed building will not have a substantial or undue adverse effect on the "adjacent property", because, the building is existing and the use as a "hand car wash", will be performed on the interior of the building. The character of the neighborhood will remain, as it has been, since a car dealership and service center was constructed in a commercial zone adjacent to a residential area. The "traffic conditions" were previously improved when the entry to the dealership was shifted from Euclid Ave. on the west, to Wesley Ave. on the east side of the building, which allowed vehicular traffic to "stack" [4] cars on the exterior of the building without impeding north/south traffic on Wesley Ave. The new Interior "car wash us" will provide an additional [2] car stacking/waiting area, on the interior of the building, therefore bringing the total to [6] stackable/waiting cars. "Utility facilities" will remain as is on the current site. Therefore, based upon the above mentioned existing conditions, and the fact that the "car wash use" will be within the building there will not be any issues affecting the public health, safety and general welfare.

[3]

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

The building is an existing structure, which will contain a new "hand car wash" the same as the original car dealership operated inside the building since the facility was built. "Development" will be restricted because the area is already built to a 99% + capacity with existing structures. Therefore, the remaining concern is the "use of the neighboring property", which will not be affected by the existing building and a new interior use consistent with the car wash facility activated when the original dealership was completed.

[4]

The proposed building or use complies with the more specific standards and criteria established for the particular building or use in question by section 2.2.7 [planned development procedures] and 4.5 [special uses] of this zoning ordinance.

The proposed existing building and the new interior "use" as a hand car wash, complies with the above noted "specific standards and criteria" in section 2.2.7 for planned development procedures, and 4.5 of the special uses in the zoning code.

[5]

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.

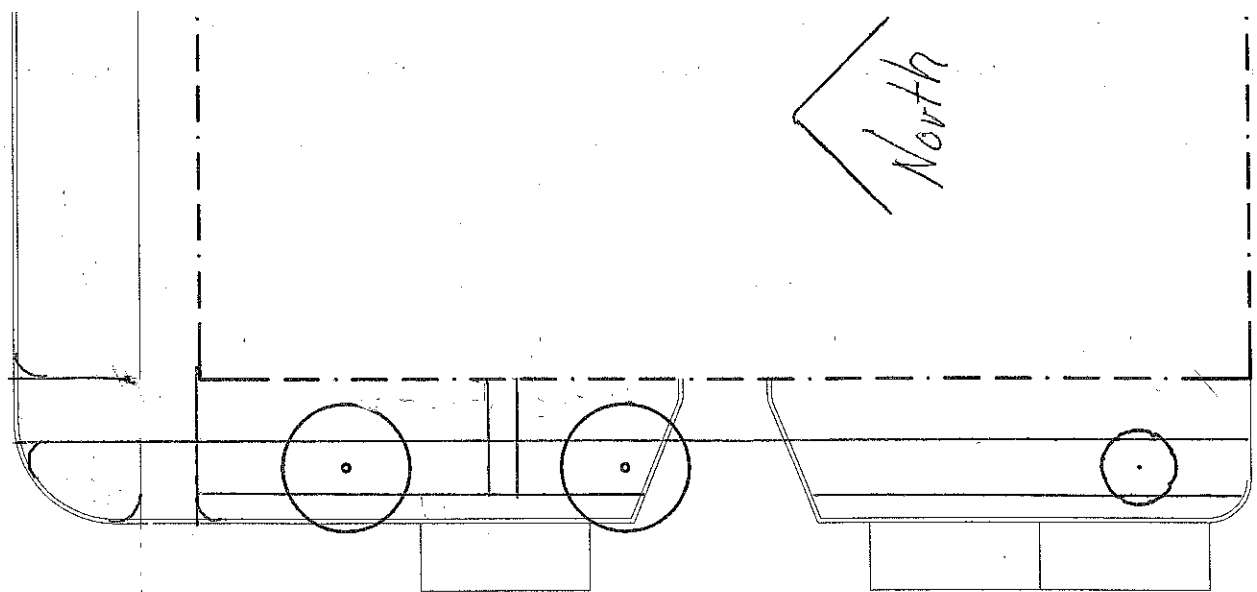
The new use within the existing building is consistent with the Comprehensive Plan of the Village of Oak Park providing for a commercial facility within a commercial zone.

[6]

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

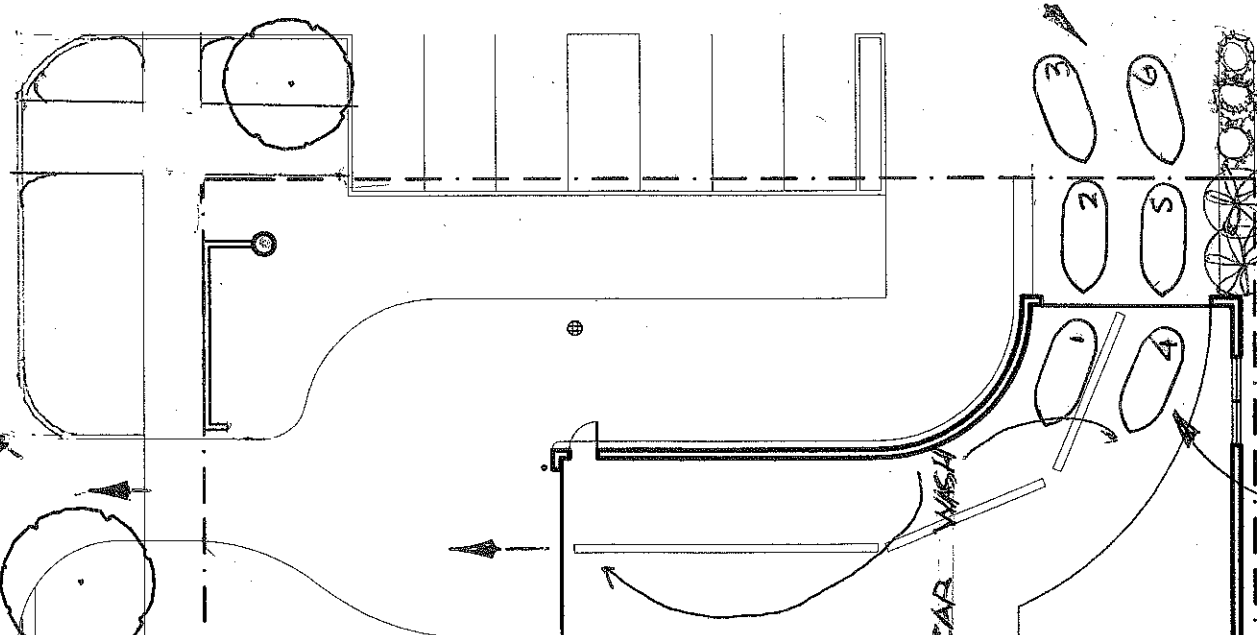
The fact that the building is existing, and the supporting spaces, water, drainage, power, hvac, and lighting are available, etc., the build out of the interior space will be minimal, therefore, requiring a short construction schedule. When completed, the building will be regularly maintained.

Madison Street



North

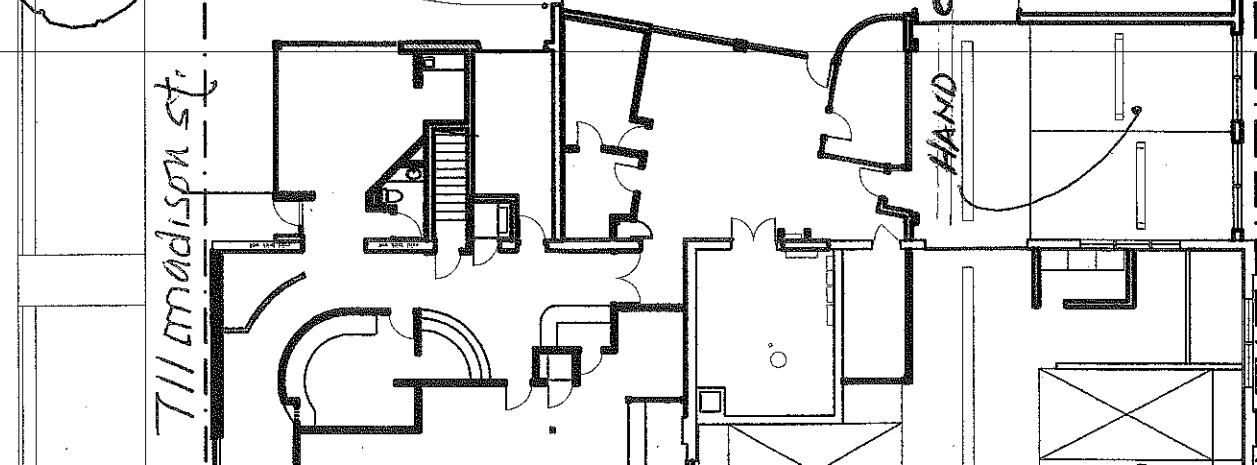
Wesley Blvd.



Car Stacking Area

711 Madison St.

HAND CAR WASH



Mr. Michael Bruce
Zoning Administrator
Village of Oak Park
1 Village Hall Plaza
Oak Park, IL 60302

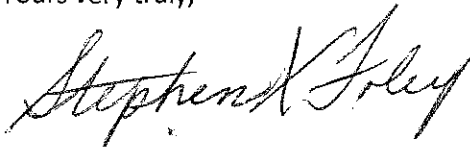
May 10, 2011

Dear Mr. Bruce,

This letter authorizes Mr. Errol B.Kirsch to seek a special use permit to install a car wash at 711 Madison St.. Our tenant, Evolution Fitness is trying to expand their business within our property where they already lease space. Errol B Kirsch was selected by Evolution Fitness to apply for the permit as he was the architect for this space.

The pin # for this property is # 16-18-201-032-0000 and the property is owned by The Essex-Foley Family Ltd. Partnership of which I am the Managing Partner.

Yours very truly,



Stephen X. Foley Sr.



32 Year
Cadillac
Master Dealer

100 Skokie Boulevard Northbrook, Illinois 60062
847.564.4090 | fax 847.564.5787 | stevefoley.com



STANDARDS FOR EXCELLENCE
PLATINUM PERFORMER


V

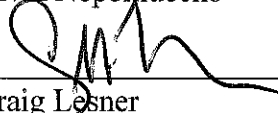
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY


Item Title: Resolution Authorizing Execution of a Three Year Service Agreement with Call One to Provide Telephone Line Services at an Annual Cost not to Exceed \$102,000.00

Resolution or Ordinance No. _____

Date of Board Action May 16, 2011
Staff Review

Information Technology Director 
Alvin Nepomuceno

Chief Financial Officer 
Craig Lesner

Village Manager's Office 
Lisa K. Shelley

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

The Village's telephone needs consist of the following services: inbound and outbound local and long distance circuits, T-1 circuits which connecting the phones among the Village's buildings, DSL internet lines, and POTS ("Plain Old Telephones") lines used by fax machines, alarms and other miscellaneous lines. Historically, the phone system was fractured such that there were multiple billing accounts with different vendors.

Three years ago, the IT department worked to consolidate the phone system by obtaining a valid and accurate inventory of lines, phone numbers, billing accounts and contracts and consolidating the services into one vendor under a single contract. The service provided by Call One permitted the Village to improve control and management of telephone line services. Several redundant telephone circuits were identified and eliminated and the overall cost has been reduced.

As a result of that process Call One became the Village's telephone services provider. They have been providing phone services under a three year contract which expired on February 5, 2011. Call One provides the Village's operational buildings with inbound and outbound local, long distance and T-1 lines, alarm circuits, radio circuits, POTS lines and DSL internet at a cost not to exceed \$111,777.73 per year. Call One has continued to provide the services since the contract expiration of 2/5/2011 at no rate change.

The IT department also consolidated **the inbound** telephone service (ISDN-PRI) under a contract with Call One which expires 06/30/2012 and is not to exceed an additional \$11,412 per year for a total of \$123,189.73. The Call One expense for 2010 was \$116,050.90 or \$9,670.91 monthly average.

Staff issued a request for quotes on March 23, 2011. The request was posted on DemandStar.com and broadcast to 71 vendors, including 2 WBE and 7 MBE. Two providers, Call One and MidCo, responded.

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

Call One is a reseller of AT&T services and the telecommunication provider selected by the Suburban Purchasing Cooperative. As an Illinois municipality, the Village is entitled to participate in Call One's pricing bid awarded to the Suburban Purchasing Cooperative.

MidCo's quote lacked T-1 and Internet circuits as requested, and for basic telephone, local and long distance services, MidCo's monthly charge would be \$812.00 greater than Call One.

Call One service allows easier management of our telephone line services including consolidating the billing into one bill for all accounts, consolidating the contracts for service so that there is one termination date and ensuring that service calls are centrally managed by authorized Village staff members.

By authorizing renewal of this contract with the same vendor, there will be no service disruption.

Conservatively, depending on usage and work order requests, the estimated monthly cost for Call One under the new contract will be \$8,500.00 for an annual total of \$102,000.00. Staff recommends that the Board authorize a three year contract with Call One for all services except for the facility inter-connecting T-1 circuits. For T-1 Circuits, staff recommends a 1 year contract due to the fact that the Village may reduce the number of circuits in the near future.

The costs of a one year contract for T-1 circuits is \$60.00 more per month than a 3 year contract, but this difference may be made up if the T-1 Circuits are eliminated. The ISDN-PRI contract will remain intact but is included in the \$102,000.00 annually estimated cost.

\$250,000.00 has been budgeted in Finance's 2011 Telecommunication Service account of 1001-41300-175-540690.

Proposed Action: Approve the Resolution.

** A full quote document is on file in the Village Clerk's Office.*

RESOLUTION

AUTHORIZING THE EXECUTION OF A THREE YEAR SERVICE AGREEMENT WITH CALL ONE TO PROVIDE TELEPHONE LINE SERVICES AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$102,000.00

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager is hereby authorized and directed to execute a service agreement with Call One to provide Telephone Services for the Village of Oak Park at an estimated annual cost of \$102,000.00 annually.

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ADOPTED AND APPROVED by me this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Oak Park
Address 123 Madison St
City Oak Park ST IL ZIP 60302

Please check box to determine term and discount

- 1 Year 5% discount on lines, features, and non-termed circuits
- 2 Year 10% discount on lines, features, and non-termed circuits
- 3 Year 15% discount on lines and features and 25% discount on non-termed circuits

Usage Rates

Band A: 0.0085 \$/min
Band B: 0.0180 \$/min
Band C: 0.0180 \$/min

Additional Service Rates

Outbound 1+ Interstate: 0.0290 \$/min
Outbound 1+ In-state: 0.0290 \$/min
Inbound 800/888 Interstate: 0.0290 \$/min
Inbound 800/888 In-state: 0.0290 \$/min
Calling Card(s)-Domestic: 0.1500 \$/min

Additional Charges: Member of SPC. \$14.12 per service order.
Line Base Rates per line: Area A \$7.05, Area B \$9.19, Area C \$12.87.
RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.
Waive PICC fees.
36 Month Term SPC Promotion: Client to receive additional 5% discount on stated discounts of lines, features, and non-termed circuits going forward for the duration of the term.

REVIEWED AND APPROVED
AS TO FORM

MAY 1 12 011

[Signature]
LAW DEPARTMENT

Service/Additional Terms:

Maintain LD service only on DSL line 708-383-3085.

Billing Telephone Numbers (BTN) associated with this account:

Authorized customer signature Date CallOne authorized signature
Thomas W Barwin Village Manager
Print name Title Print name Date

United Communication Systems, Inc.
123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Billing Telephone Numbers (BTN) (continued):

Physical Location	City, State	BTN
123 MADISON	OAK PARK, IL	708-358-0013
1010 N RIDGELAND AV	OAK PARK, IL	708-358-0729
1125 ONTARIO	OAK PARK, IL	708-358-0874
1119 NORTH BL	OAK PARK, IL	708-358-0876
131 SOUTH BL	OAK PARK, IL	708-358-1139
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-358-2382
123 MADISON	OAK PARK, IL	708-358-5100
207 GARFIELD	OAK PARK, IL	708-358-8419
123 MADISON	OAK PARK, IL	708-383-0048
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-383-0204
100 N EUCLID AV	OAK PARK, IL	708-383-2495
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-383-2913
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-383-3085
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-383-4035
123 MADISON	OAK PARK, IL	708-383-6400
123 MADISON	OAK PARK, IL	708-383-6692
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-383-7818
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-386-0351
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-386-1889
4 CHICAGO AV	OAK PARK, IL	708-386-2097
400 PARK AV	RIVER FOREST, IL	708-386-2131
618 S AUSTIN BL	OAK PARK, IL	708-386-2137
212 AUGUSTA	OAK PARK, IL	708-386-3424
137 N SCOVILLE AV	OAK PARK, IL	708-386-3450
100 N EUCLID AV	OAK PARK, IL	708-386-5089
900 S EAST AV	OAK PARK, IL	708-386-5113
212 AUGUSTA	OAK PARK, IL	708-386-5130
331 N RIDGELAND AV	OAK PARK, IL	708-386-6431
101 N EUCLID AV	OAK PARK, IL	708-386-9172
618 S AUSTIN BL	OAK PARK, IL	708-445-1861
100 N EUCLID AV	OAK PARK, IL	708-445-9704
1121 HOLLY CT	OAK PARK, IL	708-524-0596
131 SOUTH BL	OAK PARK, IL	708-660-0477
218 MADISON	OAK PARK, IL	708-660-0861
1155 HOLLY CT	OAK PARK, IL	708-763-9631
1 VILLAGE HALL PLAZA	OAK PARK, IL	708-848-7333
131 SOUTH BL	OAK PARK, IL	708-Z61-0036

Customer initials _____

Call One initials _____

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Addendum A

Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, excluding attorneys fees.

Village of Oak Park

Call One

Signature: _____

Signature: _____

Print Name: Thomas W Barwick

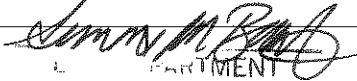
Print Name: _____

Date: _____

Date: _____

REVIEWED AND APPROVED
AS TO FORM

MAY 11 2011


L. DEPARTMENT

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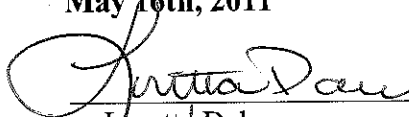
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Ordinance Amending Chapter 30 of the Village Code by Amending Article 2 Entitled "Village Sponsored Mid-Week Market" to Reflect the 2011 Market Schedule.

Resolution or Ordinance No. _____

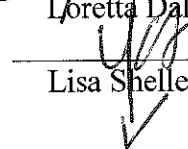
Date of Board Action **May 16th, 2011**

Business Services Manager



Loretta Daly

Deputy Village Manager



Lisa Shelley

Village Manager's Office

ITEM HISTORY (PREVIOUS BOARD REVIEW, RELATED ACTION, HISTORY)

Building on the success of the 2010 Mid-Week Market, the managing committee of this event is putting forward a revised schedule for the 2011 Mid-Week Market season which will require minor amendments to the governing ordinance.

During the 2011 Budget Session the Board approved a reduced budget for the ongoing costs of this event, and the proposed amendments will have no impact on the approved budget. The working committee is confident that a weekly event/celebration as proposed will continue to be highly beneficial to both the vendors and the community at large.

The Market Mission Remains: To promote the local economy by highlighting the vast diversity of food and agricultural based products located in the community while also creating a weekly celebration of life in Oak Park.

ITEM POLICY COMMENTARY (KEY POINTS, RECOMMENDATION, BACKGROUND:

The following alterations are being proposed changes to the Mid-Week Market Schedule that necessitate Amendments to the governing ordinance:

Market Calendar: Each Wednesday, June 1st through September 7th, 2011. This represents a change from the 2010 Calendar of June 16th – September 15th, 2010.

Market Hours: Each Wednesday from 5:00 pm – 9:00 pm. This represents a change from the 2010 Market Hours of 4:00 pm – 9:00 pm.

ITEM BUDGET COMMENTARY: This action has no budget implications

Proposed Action: Approve the Ordinance amending Chapter 30 of the Village code by amending Market Calendar and Time to reflect the 2011 season.

**ORDINANCE AMENDING CHAPTER 30, ARTICLE 2
OF THE VILLAGE CODE ENTITLED
“VILLAGE SPONSORED MID-WEEK MARKET”**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, pursuant to its Home Rule Powers as set forth in Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, as follows:

SECTION ONE: That Section 30-2-1 of the Village Code entitled “Village Sponsored Mid-Week Market; Market Established” is hereby amended to read as follows:

30-2-1: MARKET ESTABLISHED

There is hereby established a Mid-Week Market to run annually on fourteen (14) consecutive Wednesdays between the hours of ~~4:00~~ 5:00 P.M. and 9:00 P.M. beginning in ~~mid~~-June and ending in ~~mid~~-September of each year. The Mid-Week Market shall be located at 1125-33 Lake Street, Oak Park, Illinois ~~as set forth on Exhibit A attached hereto~~. The Mid-Week Market shall consist of thirty-one (31) spaces for participant booths and tents, a hospitality tent, sitting areas, a beer and wine service area, various entertainment and demonstration venues and restroom, sink and trash facilities which shall be located in substantial conformity with diagram attached hereto as Exhibit ~~BA~~.

The goal of the Market Manager in consultation with the Market Committee, shall be to apportion the thirty-one (31) spaces into three participant groupings

which shall consist of approximately one-third restaurants, one-third local merchants and one-third growers and producers of fruits and vegetables.

A. Applicants for a space or spaces in the Mid-Week Market shall be selected on a first-come, first-served basis. Each applicant shall complete and submit an application form in substantial conformity with the form attached hereto as Exhibit CB. Said application form and required fees shall be submitted to the Mid-Week Market Manager at Village Hall, 123 Madison Street, Oak Park, Illinois 60302 no later than May 1st each year. Local merchants and producers/growers shall also complete a "Local Merchant – Market Inquiry Application" or a "Producer/Grower – Market Inquiry Application," as the case may be, at the time of submission of the General Application. The Local Merchant and Producer/Grower Market Inquiry Application forms are attached hereto as Exhibits CB1 and CB2 respectively. Once an Applicant's General Application and Market Inquiry Application have been reviewed and the Applicant has been deemed eligible to participate in the Mid-Week Market, the Applicant will be required to fill out and submit an "Application for Permission to Sell." Separate Applications for Permission to Sell are attached hereto for Producers/Growers and Local Merchants as Exhibits CB3 and CB4 respectively.

- B. The Mid-Week Market shall be conducted in accordance with, and the Participants therein shall be subject to, Rules of Operations which shall be in substantial conformity with the Rules of Operation attached hereto as Exhibit ~~DC~~ and made a part hereof.
- C. Food and beverage vendors participating in the Mid-Week Market, except for growers and producers of whole fruits and vegetables and vendors offering for sale prepackaged food and beverages or food that is not perishable and has been obtained from a commercial, regulated source, shall be required to fill out and submit a Temporary Food Application and obtain a Temporary Food Permit from the Oak Park Department of Public Health and must comply with the Health Department Guidelines for Safe and Sanitary Food Service at Temporary Events. The Guidelines are attached hereto as Exhibit ~~ED~~.
- D. Business District Organizations participating in the Mid-Week Market shall be required to fill out and submit a Business District Application attached hereto as Exhibit E.**
- ~~D.E.~~ Local Merchants who participate in the Mid-Week Market shall be required to obtain an itinerant vendor license. The license shall be valid for the entire Mid-Week Market season and the fee therefore shall be as set forth in Section 8-2-1 of the Village Code.

E.F. The Village hereby authorizes the sale of beer and wine during its Village sponsored outdoor Mid-Week Market event in the Village owned and operated surface parking lot located at the former 1125-33 Lake Street ~~between Harlem on the West and Marion Street on the East and as depicted on the map attached hereto as Exhibit A.~~

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May 2011.

David G. Pope
Village President

ATTEST:

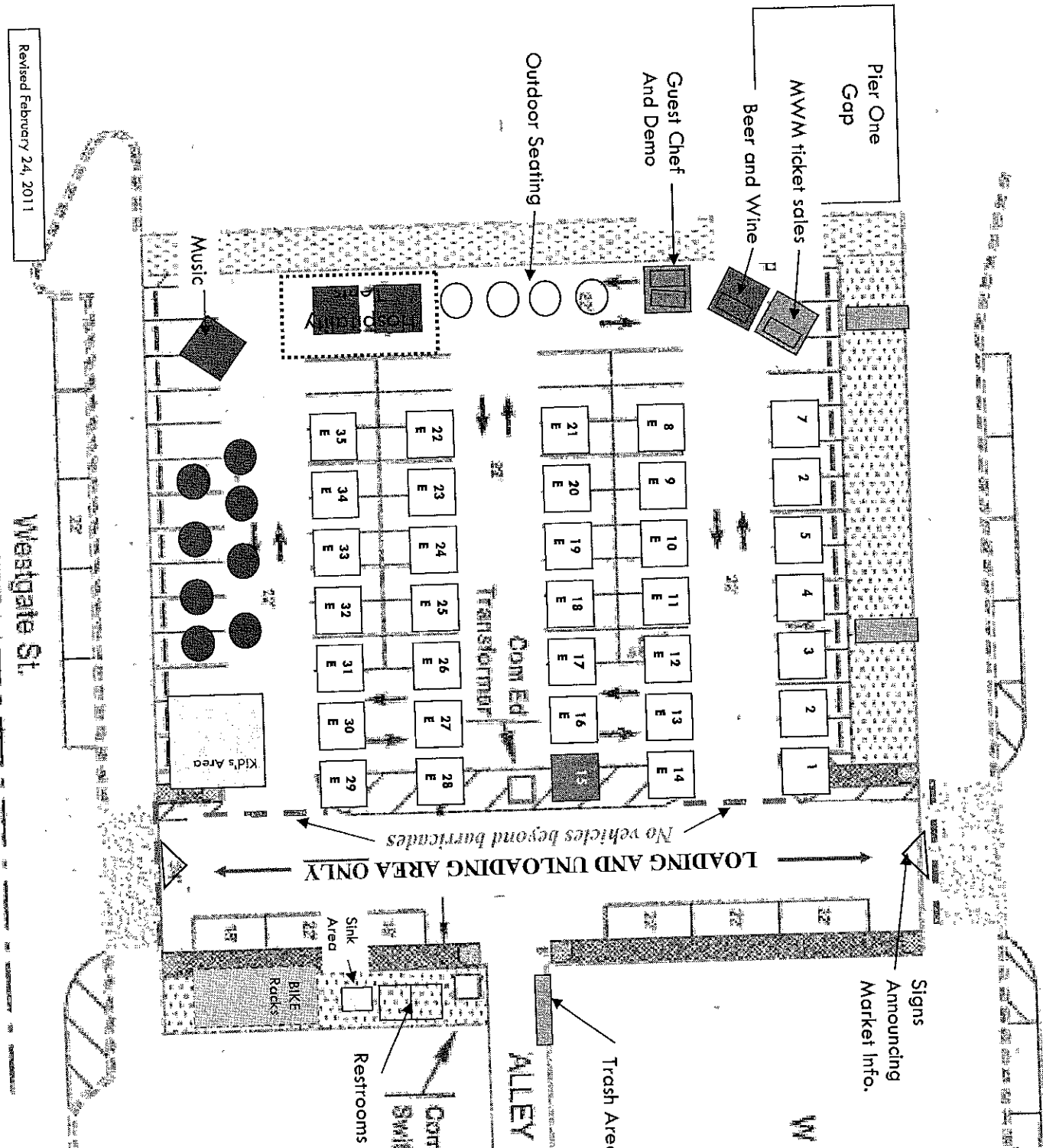
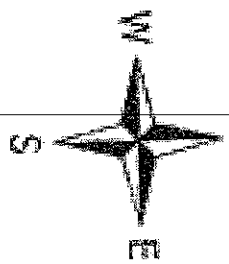
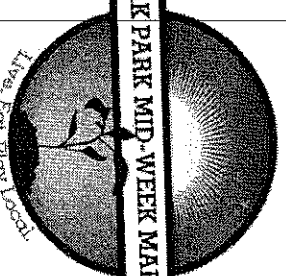
Teresa Powell
Village Clerk

EXHIBIT A

Lake St.

OAK PARK MID-WEEK MARKET

Live, Eat, Drink & Local



Revised February 24, 2011

Westgate St.

NOTE:

- Space 15 is **NOT** available
- Spaces 8-35 will have Electricity + Demo/Guest Chef Area + Music Area

EXHIBIT B

Oak Park Mid-Week Market Dates/Fees 2011



*Select the date(s) you are available *Identify fee(s) and list in the box below.
 Please provide this form and a check or money order made out to **Village of Oak Park**
 to the attention of the **Mid-Week Market Manager** with your application to the
 following address: **123 Madison Street, Oak Park, IL 60302.**

Name of Business: _____

Market DATES:

- June 1
- June 8
- June 15
- June 22
- June 29
- July 6
- July 13
- July 20
- July 27
- August 3
- August 10
- August 17
- August 24
- August 31
- September 7

Market FEES:

Space Rental:

All space selections are at the discretion of the Market Manager

Producer / Grower.....\$ 35.00 / week
 \$490.00 / season

Local Merchant.....\$350.00 / season

Itinerant Vendor License*:

Local Merchant.....\$50.00 / season

**Business Associations would pay the Itinerant Vendor License fee for the season*

**Business Vendors from the Business District who will occupy the Business Association Space [Local Merchants] would pay the Local Merchant Space Rental Fee each week they are at the market.*

Temporary Food Permit:

Producer / Grower.....\$96.00 / season
 [Only if cutting or serving produce]
 [Whole fruit and vegetable sales are exempt]

Local Merchant.....\$96.00 / season
 [For vendors serving food or beverages from commercial, regulated source – no private home made food allowed]

<p>Circle One</p> <p>YES NO NEED ELECTRICITY</p> <p>If YES – List Reason:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>FEE SCHEDULE:</p> <p>\$ _____ for: _____</p> <p>+ _____ for: _____</p> <p>+ _____ for: _____</p> <p>= \$ _____ TOTAL</p>
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EXHIBIT B1

Oak Park Mid-Week Market 2011



Local Merchant - Market Inquiry Application

This application is a precursor to the full application in order to determine eligibility for entry into the Mid-Week Market. Once this application is received, the Market Committee and Manager will then have up to one week to determine eligibility. Notification of their decision will be sent via email. The Market Committee and/or Manager have the right to deny any application for any reason. Applications can be mailed to 123 Madison Street, Oak Park, IL 60302, Attention Mid-Week Market Manager or emailed to midweekmarket@oak-park.us or faxed to 708/358-5641.

Name of Business: _____

Owner of the Business Today: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-Mail: _____

Primary Products Sold: _____

Proposed Products for sale at Market: _____

Number of Years in Business: _____

Please list other markets you may participate in:

Please Provide a Brief Summary of Your Business History:

Need Electricity? YES or NO If Yes, Reason: _____

These fees should only be paid upon approval of this application and shall be submitted with the Mid-Week Market Application.

Market FEES:

Space Rental:

All space selections are at the discretion of the Market Manager

Producer / Grower.....\$ 35.00 / week
\$490.00 / season

Local Merchant.....\$350.00 / season

Itinerant Vendor License*:

Local Merchant.....\$50.00 / season

**Business Associations would pay the Itinerant Vendor License fee for the season*

**Business Vendors from the Business District who will occupy the Business Association Space [Local Merchants] would pay the Local Merchant Space Rental Fee each week they are at the market.*

Temporary Food Permit:

Producer / Grower.....\$96.00 / season

[Only if cutting or serving produce]

[Whole fruit and vegetable sales are exempf]

Local Merchant.....\$96.00 / season

[For vendors serving food or beverages from commercial, regulated source -- no private home made food allowed]

EXHIBIT B2

Oak Park Mid-Week Market 2011



Producer/Grower -Market Inquiry Application

This application is a precursor to the full application in order to determine eligibility for entry into the Mid-Week Market. Once this application is received, the Market Committee and Manager will then have up to one week to determine eligibility. Notification of their decision will be sent via email. The Market Committee and/or Manager have the right to deny any application for any reason. Applications can be mailed to 123 Madison Street, Oak Park, IL 60302: Attention Market Manager or emailed to midweekmarket@oak-park.us or faxed to 708/358-5641.

Name of Farm/Business: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-Mail: _____

Primary Products For Sale at Market: _____

Number of Years in Business: _____

Family Involvement in Business (years): _____

Members of Your Family Involved in the Farm/Business Today:

Please list other markets you participate in:

Please Provide a Brief Summary of Your Farm / Business History:

Need Electricity? YES or NO If Yes, Reason: _____

These fees should only be paid upon approval of this application and shall be submitted with the Mid-Week Market Application.

Market FEES:

Space Rental:

All space selections are at the discretion of the Market Manager

Producer / Grower.....\$ 35.00 / week
\$490.00 / season

Local Merchant.....\$350.00 / season

Itinerant Vendor License*:

Local Merchant.....\$50.00 / season

**Business Associations would pay the Itinerant Vendor License fee for the season*

**Business Vendors from the Business District who will occupy the Business Association Space [Local Merchants] would pay the Local Merchant Space Rental Fee each week they are at the market.*

Temporary Food Permit:

Producer / Grower.....\$96.00 / season

*[Only if cutting or serving produce]
[Whole fruit and vegetable sales are exempt]*

Local Merchant.....\$96.00 / season

[For vendors serving food or beverages from commercial, regulated source – no private home made food allowed]

EXHIBIT B3

Oak Park Mid-Week Market 2011



Producer Application for Permission to Sell

Date: _____ Illinois Sales Tax License NO. _____

Retail Sales Tax License NO. _____

Name: _____

Business Address _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Website: _____

Exact Location of Land Used for Production: _____

Items of Production For Sale

**Identify all items you intend to sell. You may only sell the items you list. Changing or adding to the items you sell requires an amendment to your application and approved in advance from the Market Committee.*

Truck Garden

Please list all items for sale

Orchard

Please List all Items for Sale

Berries

Please list all items for Sale

Flowers

Please list all items for Sale

Greenhouse

Please list all items for Sale

Non-Refrigerated, Home Baked Goods

Please list all items for Sale

Refrigerated Goods

Please list all items for Sale

Other Goods

Please list all items for Sale

Conditions, Liabilities Waiver, Hold Harmless Agreements & Compliance Agreement

1. Conditions:
The undersigned hereby makes application for permission to participate in the Village of Oak Park's Mid-Week Market. It is understood that all Village ordinances and codes shall be adhered to, and that any violation of a Village ordinance, code or State Statute, or the Rules of Operation shall mean automatic revocation of this permit. It is further understood that this permit shall be void if the applicant does not comply with all requirements specified by the Rules of Operation, as part of the approval process.

2. Release from Liability
"I agree to waive and relinquish any and all claims I may have arising out of, connected with, or any way associated with the activities of the special event. I do hereby fully release and discharge the Village of Oak Park, Mid-Week Market Committee, and Market Manager, its officers, agents, and employees from any and all claims from injuries, including death, damages, or loss which I or my organization may have, or which may occur in connection with the special event."

3. Indemnity & Defense:
"I further agree to indemnify, hold harmless, and defend the Village of Oak Park, Mid-Week Market Committee, and Market Manager, its officers, agents, and employees from any claims from injuries, including death, damages, and losses sustained by me or my organization, or any other person connected with or in any way associated with the activities of the special event."

4. Compliance With Application
"I agree to sell or offer for such sale in the Oak Park's Mid-Week Market, only such items as listed above, as are my production on the above described property." Also, "I accept full responsibility for all activities conducted on behalf of myself, business and employees.

Signature of Applicant: _____

EXHIBIT B4

Oak Park Mid-Week Market 2011



Local Merchant Application for Permission to Sell

Date: _____ Illinois Sales Tax License NO. _____

Retail Sales Tax License NO. _____

Name: _____

Business Address _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Website: _____

Items For Sale

**Identify all items you intend to sell. You may only sell the items you list. Changing or adding to the items you sell requires an amendment to your application and approved in advance from the Market Committee.*

Breads

Please list all items for sale

_____	_____
_____	_____
_____	_____

Cheeses

Please List all Items for Sale

_____	_____
_____	_____
_____	_____

Oils & Vinegars / Condiments

Please list all items for Sale

Flowers

Please list all items for Sale

Greenhouse

Please list all items for Sale

Non-Refrigerated Baked Goods

Please list all items for Sale

Refrigerated Goods

Please list all items for Sale

Organic hand made soaps, lotions, bath products, candles
Please list all items for Sale

Other Items

Conditions, Liabilities Waiver, Hold Harmless Agreements & Compliance Agreement

1. Conditions:

The undersigned hereby makes application for permission to participate in the Village of Oak Park's Mid-Week Market. It is understood that all Village ordinances and codes shall be adhered to, and that any violation of a Village ordinance, code or State Statute, or the Rules of Operation shall mean automatic revocation of this permit. It is further understood that this permit shall be void if the applicant does not comply with all requirements specified by the Rules of Operation, as part of the approval process.

2. Release from Liability

"I agree to waive and relinquish any and all claims I may have arising out of, connected with, or any way associated with the activities of the special event. I do hereby fully release and discharge the Village of Oak Park, Mid-Week Market Committee, and Market Manager, its officers, agents, and employees from any and all claims from injuries, including death, damages, or loss which I or my organization may have, or which may occur in connection with the special event."

3. Indemnity & Defense:

"I further agree to indemnify, hold harmless, and defend the Village of Oak Park, Mid-Week Market Committee, and Market Manager, its officers, agents, and employees from any claims from injuries, including death, damages, and losses sustained by me or my organization, or any other person connected with or in any way associated with the activities of the special event."

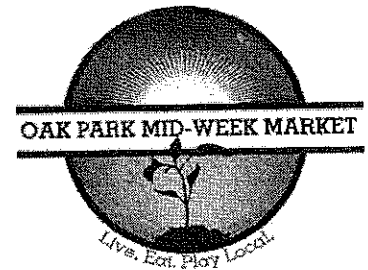
4. Compliance With Application

"I agree to sell or offer for such sale in the Oak Park's Mid-Week Market, only such items as listed above, as are my production on the above described property." Also, "I accept full responsibility for all activities conducted on behalf of myself, business and employees.

Signature of Applicant: _____

EXHIBIT C

Oak Park's Mid-Week Market 2011



Rules of Operation

Location of Market

The Market is located on the south side of Lake Street and the north side of Westgate Street in the heart of Downtown Oak Park. The market is scheduled for 5:00PM. to 9:00PM each Wednesday, from Early-June through Early-September.

Producer / Grower [Vendor] Definition

A grower or producer is a person/company offering for sale articles for human consumption, such as fruit, vegetables, edible grains, nuts and berries, apiary products, maple sugars, syrups, and non edible articles, such as cut or potted flowers, which have been raised or prepared by the grower or producer, members of the family or by person's in their employ. Growers / Producers must be located in the following states: Illinois, Wisconsin, Michigan, Indiana and Iowa. The participants may not bring in products they have not raised or have bought from someone else for resale. If this rule is violated and substantiated, the participants will be asked to leave and forfeit any fee paid.

Local Merchant [Vendor] Definition

A Local Merchant Participant is a "bricks and mortar" business owner who sells foods or related agricultural products in Oak Park that conforms to the categories allowed in the Market.

Enforcement of Rules

Market participants (producers, merchants and not-for-profit organizations) must at all times conform to Market rules. The Market Manager has full authority to enforce all rules. Any Market participants failing to comply therewith will lose their space at the discretion of the Market Manager and/or Market Committee. The Market rules supplement Village Code and other provisions.

Market Hours

The Market is anticipated to operate each Wednesday from Early-June through Early-September, from 5:00PM to 9:00PM (subject to change). Producers and Participants are requested to have their stations in place by 4:30PM. They must remain in place until 9:00PM when the Market is over. When setting up, producers are to stay within their assigned spaces. Set up is to take place between Noon and 4:30PM.

Market Parking and Loading

Parking spaces are limited to the assigned lot adjacent to the event area as depicted on the enclosed map; therefore parking decisions are at the discretion of the Market Manager. Loading and unloading of product shall be conducted either from adjacent

streets or within the north/south drive aisle located along the easternmost border of the market site. All vendors should request a parking pass from the Market Manager which must be placed on the dashboard of their vehicle.

Notification of Absences

Vendors must notify the Market Manager at least 24 hours in advance if they are unable to attend a particular Market. More than one absence per season may lead to forfeiture of future participation. This is at the discretion of the Market Committee or Market Manager.

Cancellation Notice

The Market Manager and/or Committee have the right to cancel the market for any reason at anytime, with a best effort to notify vendors. Refunds will be given where appropriate as determined by the Market Committee.

Displaying and Selling Goods

Goods may not be sold directly from trucks unless approved by the Market Manager. If this is the case, trucks will only be allowed on the far north or south edges of the market site, as determined appropriate by the Market Manager. Participants must furnish their own tables, chairs, or other display items. Participants must use tents no larger than 10X10 feet per assigned space. Participants may not erect signs of any kind other than placards on their produce, or their own business / farm name and location. Display of any other unrelated promotional materials is not allowed. All items must be clearly marked displaying prices in full view of customers. Lighting is required for the twilight hours, (provided electricity is available) for each vendor. Lighting containing LED bulbs, due to the limited electrical capacity, is preferred.

Vendor Conduct

Vendors at the Market, as well as their employees, shall at all times conduct themselves in a pleasant and courteous manner. Vendors and their employees shall avoid using all unduly loud, vulgar, profane or otherwise disagreeable language. They shall further avoid all appearance of having been or being in a drinking or intoxicated condition. In addition, **smoking is prohibited** by vendors and their employees. Vendors shall further avoid any belligerent action or actions, which lead to or promote disputes, disagreements or altercations with other producers, prospective customers, visitors or any other persons on the Market premises. In the event other persons, other than a producer or his employees, cause or promote an altercation or dispute with a producer, the producer shall seek the advice and assistance of the Market Manager. Each Vendor shall be responsible for clean up of their area prior to leaving the market.

General Regulations; Vendors Shall Not:

1. Sell apiary products, maple sugars or syrups and processed food unless properly labeled in accordance with State Standards for Labeling.
2. Sell or offer any article according to weight except in accordance with the established standards for weight in the State of Illinois.

3. Sell or offer any article for sale, which is not theirs, their families or an employee.
4. Sell or offer any unwholesome or spoiled articles.
5. Attract attention to their goods by hawking or crying out.
6. Sell or offer any article without obtaining an Illinois State Tax License for the current year and have it in their possession.
7. Transport or display foods without adequate protection against contamination. Delivery trucks and other equipment used for transportation and display shall be kept clean at all times.
8. Allow any waste, garbage or any other refuse to remain in or near their space after the closing hour of the Market day. The producer is responsible for the removal of all such waste from the Market grounds.
9. Bring any pets or animals to the Market.

Liability and Insurance

Proof of insurance, which names the insurance company issuing the policy in an aggregate event amount not less than \$1,000,000, is required for all participants. The insurance policy must list the Village of Oak Park and Mid-Week Market Committee and Manager as an additional insured and hold harmless its officers, employees, and agents from all losses, damages, injuries, claims, demands and expenses arising out of the operation of the event conducted on public property or as required by the Village's insurer. The Village shall be listed as a Primary Holder with no limitation in a manner required by the Village's insurer. In addition, the Village requires participants to have proof of said insurance with them at all times when present at the Market, as well as on file at Village Hall. The Village of Oak Park, Market Committee, or Manager will not be responsible for theft or damages of property or equipment from the stalls or elsewhere on the Market premise.

Questions of Produce Legitimacy

The following procedure will be used if the origin of a vendor's product is in question:

1. The person challenging the legitimacy of farmer's product should first discuss the complaint with the Market Manager.
2. Should the matter not be resolved in this manner, then a signed complaint should be put in writing and given to the Market Manager.
3. The challenged producer / grower will be told by the Market Manager of the complaint and informed that if they do not produce the questioned goods, they should cease to bring them to the Market.
4. If the producer / grower in question continues to bring or offer for sale the challenged produce and a second written complaint is entered, the farmer is notified that an inspection will be made of the specific location listed on the Mid-Week Market application as to where such items are reportedly grown.
5. If three (3) or more complaints are filed in a season and the producer / grower is unable to establish to the Manager's satisfaction that such complained of products are not grown or produced by the Participant, it is within the discretion of the Market Manager to make the recommendation that the producer / grower be removed from the Market. Also, no portion of the Market fee will be refunded.

Vendor Space Rental Fee

The fee for a Grower / Producer space shall be \$35.00 per week or \$490.00 per season. The fee for a Local Merchant shall be \$350.00 per season. Adjoining spaces may be rented. The total fee for the season may be paid in full or a \$50 deposit with the remaining balance due before the Market begins. Depending on the amount of electricity used this season of the market [2011], an additional fee may be charged in subsequent seasons.

Musical Entertainment

Live musical entertainment is intended at the Market. Participating musicians must provide talented, tasteful, and artistic music to enhance the customer and vendor experience and the overall quality of the Market. Tips or payments of any kind from the Market participants are prohibited. Musician's self-promotion is allowed. Acoustical sound is preferred; however amplified sound may be permitted at the discretion of the Market Manager. Musicians are held to the same standards of conduct as Market vendors.

Restaurant Vendors

Restaurant and/or food preparation Vendors may use only market-provided electrical service for refrigeration. All cooking facilities shall be non-electrical. Restaurant and/or food preparation Vendors must provide a fire-extinguishing device on-site.

EXHIBIT D

Steps to Safe & Sanitary Food Service at Temporary Events

Booth: Design your booth with food safety in mind. The ideal booth will have an overhead covering and a level floor. No cooking equipment or food containers may be accessible to the public. Only food workers may be permitted inside – no animals or children.

Cold and Hot Storage: Foods that need refrigeration must be held at 41° F or less until ready to serve. Foods being held hot must be held at 135° F or more. Check foods frequently to ensure the proper holding temperature is being maintained.

Cooking: Use a NSF approved food thermometer to check cooking temperatures of all food. Hamburgers and other ground beef should be cooked to 155° F; poultry to 165° F; whole pork, whole beef and seafood to 145° F.

Dishwashing: Use disposable utensils for food service whenever possible. Wash equipment and utensils in a three step process – wash in hot, soapy water, rinse in hot water and submerge in chemical sanitizer for 60 seconds. All utensils and equipment must be air dried (see Diagram A).

Food Handling: Food employees must not touch ready-to-eat food with bare hands. Use single-use disposable gloves, tongs, napkins or other tools to handle food.

Handwashing: A hand washing facility must be available at all times. It must have warm running water under pressure, or gravity flow such as a large urn full of water for hand washing. Soap dispenser, a roll of paper towels and a bucket to collect waste water must also be provided (See Diagram B).

Health and Hygiene: Only healthy workers may prepare and serve food. Anyone who is ill is not allowed in the food booth. Workers must wear clean outer garments and hair restraints. Smoking is prohibited.

Ice: Ice used to cool cans and bottles cannot be used for human consumption. Ice used for drinks should be stored separately. Use a scoop with a handle to serve ice, never use hands or a cup.

Insect Control and Trash: Keep foods covered to protect from insects. Place garbage in a trash can with a tight fitting lid.

Menu: Keep menu simple and keep potentially hazardous foods such as meats, eggs, dairy products, potato salad, cut fruits and vegetables to a minimum. Cook to order to avoid the potential for food-borne illness. Use only foods from approved sources. Foods cannot be prepared at home.

Reheating: Reheat precooked food rapidly to a minimum of 165° F. Do not reheat foods in crock pots, steam tables, with sternos or other hot holding devices.

Source: All food must be purchased from a licensed wholesaler, grocery store or restaurant. All food must be prepared on site or in a licensed food service operation and transported to the temporary

food service location by a method approved by the Oak Park Department of Public Health. Food cannot be stored, prepared or cooked at home.

Support Facilities: The operator of a temporary food establishment must demonstrate to the satisfaction of the Health Department a safe water supply, a sanitary method of waste water disposal and a sanitary method of garbage disposal. List where safe water will be obtained, where waste water will be disposed of and how you will manage your refuse disposal.

Transportation: If food needs to be transported, use refrigerated trucks or insulated containers to keep hot foods at 135° F or more and cold foods at 41° F or less.

Wiping Cloths: Store wiping cloths in a bucket of water/sanitizer solution that has a sanitizer concentration of 50-200 ppm chlorine or 200 ppm quat ammonia compound. Test strips must be provided to test the sanitizer concentration.

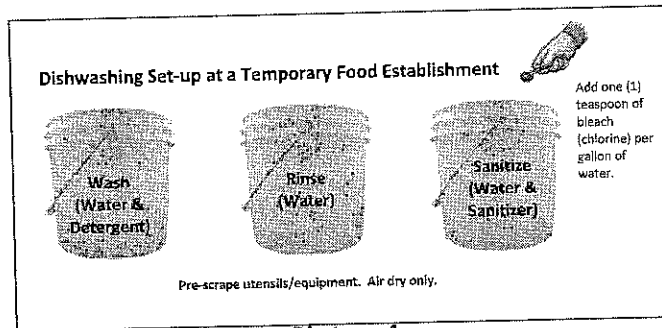


Diagram A

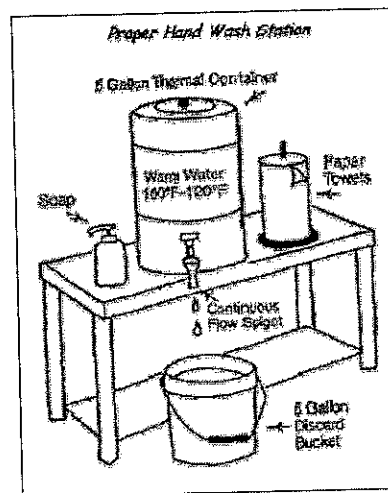


Diagram B

If you have any questions, or need assistance filling out your application for a temporary food permit, call the Oak Park Department of Public Health at 708.358.5480 or e-mail health@oak-park.us.

Temporary Food Vendor Checklist

The following checklist has been provided to help you prepare for the event.

Did you remember –

- To complete your application and submit a \$96 fee to the Oak Park Health Department seven days prior to the event.
- To determine your electrical needs. Verify with the event organizer that your booth will have the necessary power available.
- Determine if potable water is available at the site or provide prepackaged water from an approved source.
- Mechanical hot holding equipment
- Mechanical cold holding commercial refrigeration or freezers – no household refrigerators.
- Probe and equipment thermometers for checking food and equipment temperatures.
- Flooring and overhead cover, if not provided by the organizer.
- Dunnage racks or pallets to store all food and paper goods off the ground.
- Additional clean, wrapped cooking utensils
- Dispensers for condiments, such as pre-packaged, squeeze bottles or hinged lid containers.
- Handwashing facilities with paper towels and liquid pump hand soap, such as a camp sink, coffee urn with a tap and a bucket to catch the wastewater. (refer to diagram A)
- Separate containers to wash vegetables
- Clean clothes and hair restraints for employees, such as caps, visors or bandanas.
- Wash, rinse and sanitize containers that are large enough to hold the largest piece of equipment to be cleaned (see Diagram A on page 2).
- Cleaning supplies such as dish soap, sanitizer, sanitizer test strips, brooms, trash bags and garbage cans with lids.
- Wiping cloths and extra buckets, single use gloves, containers for used cooking oil and charcoal, extension cords, fire extinguishers and first aid kits.

Sample Temporary Food Establishment Drawing

The following is a SAMPLE temporary food establishment drawing showing locations of the garbage containers, cooking equipment, cold holding equipment, hot holding equipment, handwashing set-up, dishwashing set-up, storage of foods and dry goods.

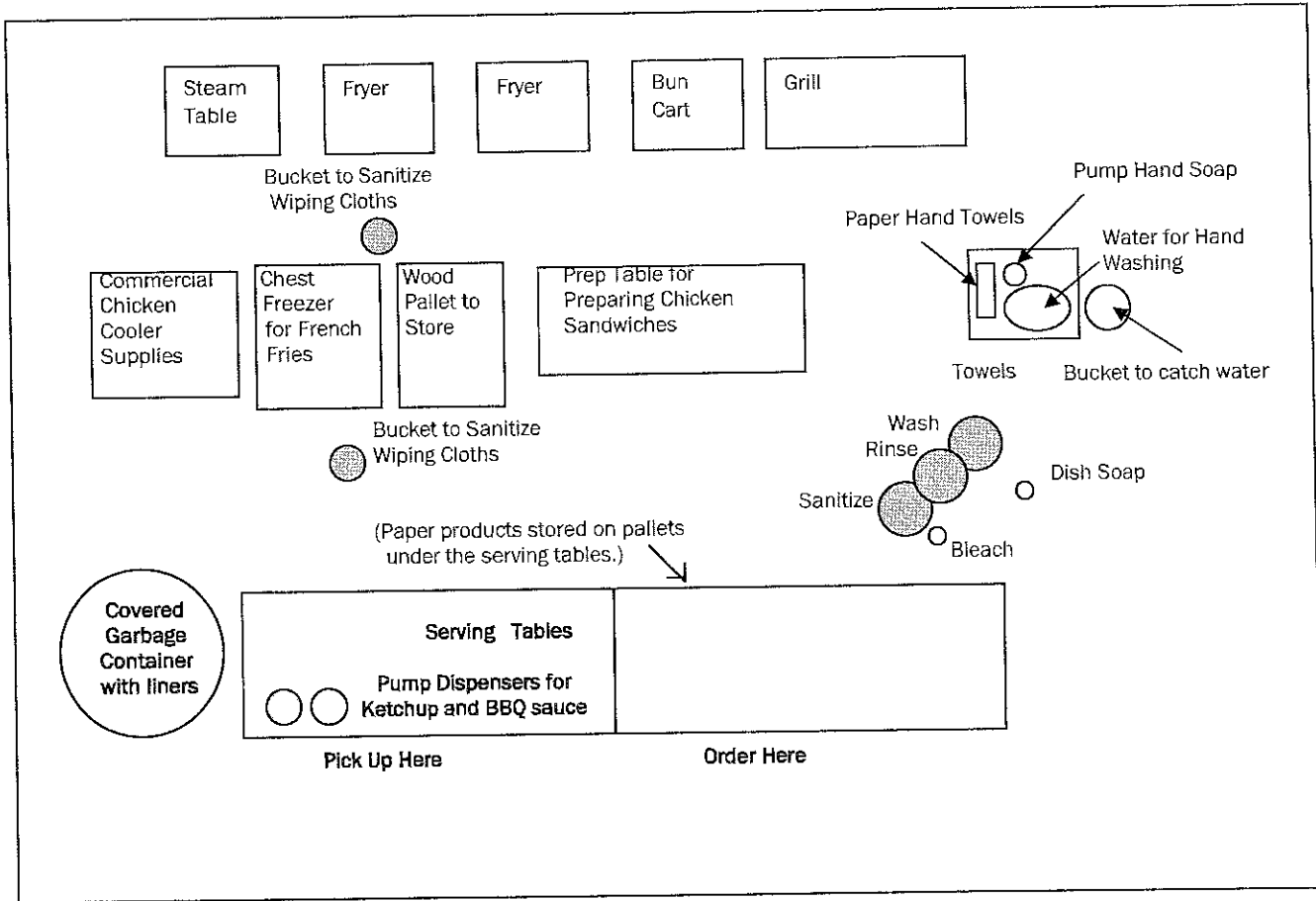


EXHIBIT E

Oak Park Mid-Week Market 2011



Business District Application

This application is a precursor to the Mid-Week Market application each business will need to complete to determine eligibility for inclusion into the Mid-Week Market. Business District spaces are limited to one business per week that produce on site or provide a product for sale. The Business District manager shall organize the dates for each business' attendance prior to submission of this application. Once this application is received, the Market Committee and Manager will then have up to one week to determine eligibility. Notification of their decision will be sent via email. The Market Committee and/or Manager have the right to deny any application for any reason. Applications can be mailed to 123 Madison Street, Oak Park, IL 60302, Attention Mid-Week Market Manager or emailed to midweekmarket@oak-park.us or faxed to 708/358-5641.

Business District: _____

Business District Manager: _____

Address: _____

City, State, Zip: _____

Phone: _____ E-Mail: _____

Other Contact Information- If necessary: _____

Need Electricity? YES or NO If Yes, Reason: _____

Market DATES: Please print Business Name on each line relative to corresponding market date

June 1 _____ July 27 _____

June 8 _____ August 3 _____

June 15 _____ August 10 _____

June 22 _____ August 17 _____

June 29 _____ August 24 _____

July 6 _____ August 31 _____

July 13 _____ September 7 _____

July 20 _____

VILLAGE OF OAK PARK

CITIZEN ADVISORY BOARD AND COMMISSION

X

AGENDA ITEM COMMENTARY

Item Title: ORDINANCE AMENDING ARTICLE 18 OF CHAPTER 2 RELATING TO THE COMMUNITY DESIGN COMMISSION, AND RESCINDING SECTION 25-1-3 OF THE VILLAGE CODE ENTITLED "OAK PARK FORESTRY COMMISSION; ESTABLISHMENT; COMPOSITION, APPOINTMENT OF MEMBERS, DUTIES."

Date of Board Action: May 16, 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) to review all of the enabling language of the citizen boards and commissions and to report any recommendations back to the Board.

At the January 18, 2011, Regular meeting of the Village Board, the Citizen Involvement Commission (CIC) presented a report on their recommended changes to the advisory boards and commissions, based on discussions with Commission Chairs and Staff Liaisons. The CIC recommends that to better coordinate all aspects of community design, including urban forestry, the responsibilities of the Forestry Commission and Community Design Commission (CDC) should be merged into a joint commission.

At the February 22, 2011, Village Board meeting, Trustee Hale expressed concern that forestry issues might not be fully considered in a combined commission. To assure that forestry issues will be represented, the draft ordinance has been revised to include a requirement that two of the members of the newly formed commission have training in urban forestry or horticulture.

The Community Design Commission's enabling language states: "The Commission shall function with the objective of developing a continuous program to enhance the aesthetic quality of life in the Village with a view to maintaining and strengthening the Village as a flourishing community of growth, quality and beauty."

The Forestry Commission's enabling language states that its duties are to: "Advise and consult the Forester on any matter pertaining to forestry, this Chapter [Chapter 25] and to its enforcement."

The proposed ordinance combines the duties of the Forestry Commission and the duties of the Community Design Commission in to a new commission. The combined

commission, which will be called the Community Design Commission, will have the expanded duties of both former commissions. In addition, by combining the commissions, the vital role of our trees will be considered in any community aesthetic and design issues.

Under the proposed ordinance, the currently appointed members of the Forestry Commission and CDC will serve out their terms on the combined commission. When two members' terms expire in October, the membership of the combined commission will be reduced to 13. In addition to the current CDC requirement that six members be trained as design professionals, the new commission will require that at least two members have training and experience in urban forestry or horticulture.

Item Policy Commentary:

The primary impetus for establishing the Forestry Commission 30 years ago was to combat Dutch Elm disease. Oak Park's urban forest was essentially a monoculture with elms outnumbering other tree species by a factor of 8 to 1. At that time the Village did not have a professional Forester on staff, as it does today. Today, diversification of the Village's urban forest and availability of professional forestry staff to manage and protect it along with specific inclusion of members of the newly combined commission with a background in urban forestry or horticulture can assure that forestry issues are considered in design decisions. Bringing together Forestry and CDC will allow the Village to preserve its urban forest as a key element of Oak Park's aesthetic quality of life and will give trees prominence as part of the responsibility of the Community Design Commission.

Item Budget Commentary:

None.

Proposed Board Action:

Adopt proposed ordinance revisions.

**ORDINANCE AMENDING ARTICLE 18 OF
CHAPTER 2 RELATING TO THE COMMUNITY DESIGN
COMMISSION AND RESCINDING SECTION 25-1-3 OF THE
VILLAGE CODE RELATING TO THE ESTABLISHMENT;
COMPOSITION; APPOINTMENT OF MEMBERS; DUTIES;
ENTITLED "OAK PARK FORESTRY COMMISSION"**

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

SECTION ONE: That Chapter 2, Article 18 of the Village Code entitled "Administration; Community Design Commission" is hereby amended to read as follows:

2-18-1: CREATION:

There is hereby created and established in and for the Village of Oak Park a commission to be hereafter known as the Community Design Commission, which shall consist of **a chairperson and fourteen (14) members through October 31, 2011 and shall thereafter consist of a chairperson and twelve (12) members.**

The members and chairperson shall be appointed on a staggered basis by the President with the consent of the Village Board. Members shall serve without compensation for three (3) year terms. At least six (6) of the members shall be trained as design professionals. **At least two (2) members shall be trained in urban forestry or horticulture.** The remaining members can be from other backgrounds and professions, provided they share an interest in the work of the Commission.

2-18-2: OBJECTIVES:

The Commission shall function with the objective of developing a continuous program to enhance the aesthetic quality of life in the Village with a view to maintaining and strengthening the Village as a flourishing community of growth, quality and beauty. Its functions shall include, but not necessarily be limited to:

- A. Actively promoting ever increasing pride of ownership and higher level maintenance of Oak Park dwellings, apartment buildings, commercial buildings and other structures; including, but not limited to, promoting, organizing, and conducting house, ~~and/or~~ garden and/or forestry educational programs, exhibits or shows, and/or awards programs for buildings or areas of exceptional or superior maintenance; and maintaining an annual pictorial record book of Community Design Commission activities, related to beautification.
- B. Holding public hearings and rendering decisions in connection with applications for sign variances which may be appealed to the President and Board of Trustees regarding said applications pursuant to section 7-7-5 of this code.
 1. Conflict Of Interest: No member of the Commission shall participate in discussion or vote on requests for a sign variation from any client he/she is serving or from any business or property in which he/she has a financial interest or of which he/she is an owner, officer or employee.
 2. Commission Secretary For Sign Variation Hearings: The Zoning Administrator shall serve as secretary to the Commission for all sign variation hearings, but shall not be a member thereof.
 3. Duties Of The Chairperson: The chairperson shall have the duty of calling all meetings and shall preside at all hearings.
 4. Meetings Of The Community Design Commission:
 - a. Seven (7) members of the Commission (including the chairperson) shall constitute a quorum. A majority decision of the full Commission at a duly

constituted meeting shall be required to approve a sign variation.

- b. The Commission may promulgate its own rules of procedure, not inconsistent with this section and recommend adoption of same to the President and Board of Trustees.
 - c. All meetings of the Commission shall be open to the public.
 - d. The Commission shall keep minutes of its proceedings and official actions.
 - e. The Commission may consult with and cooperate with other commissions, Village departments, other governmental bodies and interested persons on matters affecting a sign variance request.
- C. Researching and recommending to the Board of Trustees public improvements in streets or alleys, cul-de-sacs, public yard and building improvements, and possible sites for additional recreational facilities, walks and/or malls; and in connection therewith, researching and recommending decorative paving, signs, lighting, flowers, plants, shrubbery, trees and landscaping and/or seasonal plantings therefor.
- D. Studying and recommending action to alleviate and/or eliminate eyesores and/or litter on both public and private property; and/or conducting active antilitter campaigns.
- E. Stimulating civic organizations' care of small plats of relatively visible public lands as so called "minigardens", and maintaining and coordinating an active program of such minigardens.
- F. Researching and recommending revisions and additions to ordinances which relate to aesthetic values with particular attention to signs.
-
- G. Acting as a resource in aesthetics and design to other government agencies and civic organizations, maintaining liaisons with these organizations when appropriate to achieve a uniform approach to Village beautification.

H. Consulting with the Forester on matters pertaining to forestry, including the following:

- 1. Amendments to the Oak Park Code dealing with forestry, and alterations or revisions to the Arboricultural Specifications Manual.**
- 2. Policy concerning selection, planting, maintenance and removal of trees and shrubs within the Village.**
- 3. Establishment of educational and informational programs whereby the public may be notified of any matters pertaining to forestry and to the Arboricultural Specifications Manual.**

SECTION TWO: That Section 25-1-3 of the Village Code entitled "Oak Park Forestry Commission; Establishment; Composition, Appointment of Members, Duties" is hereby RESCINDED.

SECTION THREE: That Section 2-24-1 of the Village Code entitled "Boards, Commissions Listed Elsewhere" shall be amended to delete "Forestry Commission – Trees, Shrubs and Other Plants Chapter 25."

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

ADOPTED this 16th day of May 2011, pursuant to a roll call vote

as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of May 2011.

David G. Pope
Village President

ATTEST:



Teresa Powell
Village Clerk

B

VILLAGE OF OAK PARK
CITIZEN ADVISORY BOARD AND COMMISSION

AGENDA ITEM COMMENTARY

Item Title: Plan Commission's Recommendations to accept the Findings of Fact as proposed for 820-832 Madison Street & 436 South Grove Avenue (Interfaith Housing Development) to Approve the Applicant's Request for Planned Development Approval and direct staff to prepare the necessary documents.

Ordinance No. 2011-O- _____
Date of Board Action: **May 16, 2011**
Submitted by: **Linda Bolte, Plan Commission Chairperson**
Plan Commission Staff Liaison: 
Village Manager's Office: 
Craig Failor, Village Planner
Lisa Shelley, Deputy Village Manager

Commission Issue Processing: The Village Board of Trustees referred this application to the Plan Commission at their November 22, 2010 meeting. The Village Board suggested to the Plan Commission that they should consider review by other commissions, such as the Universal Access Commission, Community Relations, Community Design Commission, Housing Programs Advisory Committee, and Historic Preservation. Members of the Village Board felt the need for the Plan Commission to pay attention to the Retail analysis section of the application. Some Trustees felt that the PC should consider whether or not first floor commercial is appropriate or valid for this development. The Board also wanted the Plan Commission to recognize the negativity that has been stated in the community relating this development to CHA Housing and believes it should not be allowed to percolate in the public hearing process.

Item History:

DECEMBER 16, 2010 – Opened Public Hearing

- Applicant presentation
- Staff Report
- Commissioners' examination of Applicant witnesses *on-going*

JANUARY 6, 2011

- Commissioners questioning of staff and Applicant's witnesses cont. *on-going*
- Cross-Examination of Applicant's witnesses and other evidence by Interested Parties who have filed a timely appearance with the Village Clerk
- Cross Exam ORDER: *Strand, Siegel, Richert, Koertge, A. Pappageorge, D. Pappageorge, McDermott, McMeyer*

JANUARY 20, 2011

- Cross-Examination of Applicant's witnesses and other evidence by Interested Parties who have filed a timely appearance with the Village Clerk *new information only*
- Testimony by those in Favor (5 Min. limit)
- Testimony by those in opposition (5 Min. limit) *completed first 6*

FEBRUARY 3, 2011

- Testimony by those in opposition (5 Min. limit) *finish next meeting*
- Testimony by persons who are neither in favor nor opposed (5 Min. limit)
- Commissioner's examination of objector's witnesses and other evidence *on-going*

- Cross-examination of objectors by the Applicant *none*

FEBRUARY 17, 2011

- Testimony by those in opposition (5 Min. limit) *[6 persons only]*
- Commission's examination of Village Staff *parking*
- Summary / Closing by Applicant *15 minutes*
- Summary / Closing by Objectors *30 minutes*
- Commission Deliberation

MARCH 3, 2011

- Commission Deliberation

MARCH 17, 2011

- Commission Finding of Fact Review

Item Policy Commentary: Attached is the approved Findings of Fact for the Board's consideration. The Findings of Fact support the request for a planned development with conditions with a 6-2 vote to prepare the findings of fact in an affirmative manner, and a 6-1 vote to approve the findings of fact. During the course of the public hearing Commissioner Fausch had to recuse herself from the hearing due to a work conflict, therefore did not vote. On the evening the Plan Commission voted on the findings of fact, Commissioner Benson was unable to attend the hearing.

The findings of fact lay out several conditions of approval, one of which the Plan Commission wished to restate in this transmittal which requires that the applicant work in good faith with the Village to explore parking usage of Lot 116 (northeast corner of Oak Park Avenue and Madison) for any additional needed parking for the subject property / use. While the majority of the Plan Commissioners believe the subject property will provide sufficient parking for the residential development, they were uncertain of the commercial use and community room use and what impact that may have on parking demands in the area. With the possible use of Lot 116, the Plan Commission felt it would help lessen neighborhood concerns regarding parking. The Plan Commission does recommend a parking and traffic study be completed six-months after full occupancy, which would provide data useful in determining Lot 116 needs.

The Plan Commission found that the application meets and is consistent with many of the Comprehensive Plan's goals and objectives as well as achieving most of the Zoning Ordinance objectives and satisfying the Zoning Ordinance standards.

In addition to staff's report, included in this packet are approximately two-hundred emails, letters, and petitions from residents commenting on the application, several letters from housing and supportive service organizations, a neighborhood survey as well as seven village commission reviews.

Staff Commentary: Village staff supports the Plan Commission's recommendation.

Item Budget Commentary: No financial impact.

Proposed Action: Accept the Plan Commission's recommendation and findings of fact as proposed and direct staff to prepare the necessary documents for adoption of a planned development ordinance at a subsequent Village Board meeting.



MEMORANDUM

REVISED COPY

B

DATE: May 9, 2011
TO: Thomas W. Barwin, Village Manager
FROM: Craig Failor, Village Planner
Community Planning and Development
Re: **Interfaith Housing Findings of Fact**

Perry Vietti, with Interfaith Housing Authority brought to our attention some changes necessary to the Findings of Fact report submitted by the Plan Commission. Attached you will find a slightly revised version of the Findings of Fact sent a few weeks ago. Some of the changes are scrivener errors as you will see in the attached redlined version. [See pages 4, 5, 8, & 17] Others are modifications discussed by the Plan Commission that were not transferred into the final version. [See pages 22, 23 & 25]. On page 24, regarding the bioswales, the conversation at the Plan Commission was whether or not bioswales could be designed into the proposed parking lot. The applicant was asked to submit a revised landscape plan which was attached to the Findings of Fact sent earlier that does not indicate bioswales as they were unable to incorporate them into the design due to limited green space. The attached findings of fact have been reviewed by the Chair of the Plan Commission as well as the attorney for the Plan Commission.

If you have any questions, please contact me.

March 17, 2011

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

Re: Application of Interfaith Housing Development Corporation for a
Planned Development at 820-32 Madison Street and 436 South Grove Street

Dear Ladies and Gentlemen:

The Application and Notice. On or about October 19, 2010, Interfaith Housing Development Corporation, Oak Park Housing Authority and Catholic Charities ("the Applicants"), filed an application with the Village of Oak Park for a planned development on the parcel commonly known as 820-832 Madison Street and 436 South Grove Street, Oak Park, Illinois (the "Subject Property"). The President and Board of Trustees referred the application to the Plan Commission to hold the required public hearing on the application.

On November 23, 2010, a legal notice of public hearing on the application was published in the Wednesday Journal, a newspaper of general circulation in the Village of Oak Park. Additionally, a notice was posted at the Subject Property and certified letters were also mailed by the Applicant to owners of record of property within 500 feet of the Subject Property as provided by the Applicant, advising them of the proposal and the public hearing to be held.

The Plan Commission finds that the notice given by the Applicants was proper.

Pursuant to the legal notice, this Plan Commission opened its public hearing on the application on December 16, 2010 at 7:00 p.m. in the Village Hall, at which time a quorum of

the members of the Plan Commission was present. This hearing was continued for further testimony and deliberations to January 6, January 20, February 3, February 17, March 3, and March 17, 2011. A quorum of the members of the Plan Commission was present at each of the continued hearing dates. Commissioners who were absent on any hearing date listened to or watched a recording of the proceedings of the date they were absent.

Because of an ongoing scheduling conflict on many of the meeting dates, Commissioner Deborah Fausch decided to recuse herself from consideration or discussion on the application.

Having heard and considered the testimony and evidence at the public hearing, the Commission makes the following findings of fact:

FINDINGS OF FACT

The Subject Property.

1. That the Subject Property is approximately 31,895 square feet (Application Materials, Tab 1) and encompasses property in two neighboring blocks, one on the east side of Grove Street and one on the west side of Grove Street. It is comprised of 1) a 21,685.80 square foot parcel commonly known as 820 Madison Street and bounded by Madison Street on the south, Grove Street on the west, 426 South Grove Street Residence on the north, and the north/south public alley between Madison Street and Washington Street on the east; 2) a 10,173.52 square foot parcel commonly known as 832 Madison and bounded by Madison Street on the south, Grove Street on the east, the east/west public alley between Grove Street and Kenilworth Avenue on the north, and 838 West Madison on the west. The Applicant has the right to purchase the property from its current owner, Comcast of Illinois IV, Inc., should the Village grant approvals "on terms and conditions which are satisfactory to [the Applicant] in its sole discretion." (Real Estate Sale Contract, dated Feb. 4, 2010, p. 2.) Is this to be an exhibit?

2. That the Subject Property is currently improved as follows: 820 Madison Street contains a vacant, two-story structure previously used for service trucks, staff training, and bill-payment center; and a vacant, unmarked parking lot surrounded by a chain link fence occupies 832 Madison Street. The Applicant has contractual rights to purchase the Subject Property contingent upon approval of the application, along with the express rights to pursue the planned development special use application.

3. That the parcels are both zoned "C" Commercial District and are in the Madison Street Overlay District.

The Applicant

4. The Interfaith Housing Development Corporation ("IHDC" or the "Applicant") is an Illinois not for profit corporation. It is a sectarian organization that has a mission to create "long term, locally generated solutions to homelessness [. . .] for very low-income people who are homeless, or at a risk of homelessness." IHDC has created 13 developments in the Chicago metropolitan area since 1992 to achieve this mission.

5. For purposes of its application to the Village and building and operating the proposed development on the Subject Property, IHDC has partnered with several other entities: the Oak Park Housing Authority ("OPHA") and the Catholic Charities of the Archdiocese of Chicago (the "Catholic Charities") in order to complete the project that is the subject of the application.

6. OPHA is a municipal corporation that has been operating within the Village since 1946. It was chartered pursuant to the terms of the Illinois Housing Authorities Act. 310 ILCS 10/1, *et seq.*

7. The Catholic Charities is a not for profit organization with the mission to provide “compassionate, competent, professional services that strengthen and support individuals, families and communities.”

The Proposed Project

8. That the Applicant proposes to construct a four-story, mixed use development with 5,200 square feet of first floor retail on Madison Street and three floors of one bedroom residential units – 17 per floor for 51 single-occupancy residential units in total. IHDC, along with its partners, are targeting these units to be for “low income” (as determined by the Illinois Housing Development Authority) residents either currently living and/or working in the Village.

9. The proposed height of the building would be 55 feet and 5 inches, five feet and five inches over the permitted 50 foot limit in this zoning district.

10. The proposed development proposes to refurbish the existing historical structure, using its current footprint and historical two-story facades along Grove Street and Madison Street. The building was built originally in 1927 with brick and stone facades.

11. A 1981 renovation of the building’s exterior added “dryvit,” a stucco-like finish to the outside of the bricks. The proposed development would remove the dryvit and restore the building to its original brick and stone appearance. The proposed additional two stories would continue the brick and stone materials present in the original two floors beneath the dryvit.

12. In line with the requirements of the Madison Street Corridor overlay district, the proposed development maintains the first floor as commercial / retail space.

13. The proposed development is comprised of a LEED Certified Silver building, including a green roof over a portion of the building, a geothermal heating and cooling system and permeable pavers on parking areas.

14. The Applicant proposes to provide a total of ~~34~~32 surface parking spaces, 23 in a parking lot at 832 Madison on the west side of Grove Street, and 9 additional surface spaces adjacent to the north/south alley to the ~~west~~east of 820 Madison Street running between Madison Street and Washington Street. Current paved areas to the north of the 820 Madison Street structure would be converted to green space between the development and the Grove Street residence immediately to the north of the structure.

15. Of these ~~34~~32 parking spaces, six in the parking lot could be used for the commercial / retail space. Another six of the alley adjacent spaces could be used for employee parking for the commercial / retail space. Additionally, 13 street spaces along Grove Street and Madison Street (with parking prohibited between 2:30 a.m and 6:00 a.m.) could be used for customer access to the commercial / retail space.

The Madison Street Corridor Plan

16. The Subject Property is within the area of the Madison Street Corridor Plan ("the MSCP" or "the Plan"), which presents plans and visions for the future of Madison Street, including mixed-use development, residential development, aesthetic improvements, and gateway enhancements for the Madison Street corridor. The MSCP is intended to assist in the review of development proposals and provide "guidelines" for specific facets of site and building design. The MSCP was adopted by the Village Board in June, 2006 after many months of discussion by various citizen groups, including the MSCP Steering Committee.

17. The MSCP designates the segment of Madison Street from Oak Park Avenue to Home Avenue ("Segment 2"), which includes the Subject Property, as a Neighborhood-Oriented and Mixed Use District, which, according to the MSCP, incorporates mixed-use buildings with ground floor retail and upper floor residential or office.

18. The MSCP provides that in the Neighborhood-Oriented and Mixed Use District, the character of the Madison Street corridor focuses on landscaping and open space, historic preservation, small-scale neighborhood commercial uses and residential units. With respect to architectural design, the Plan states that “new building design is of high quality and significantly driven by context of the surrounding area, but also includes ‘green’ features as necessary to obtain LEED NC certification,” (p. 19 of the Preferred Vision Section of the Plan).

19. LEED is an abbreviation for Leadership in Energy and Environmental Design, which is a rating system used by the U.S. Green Building Council, a nonprofit organization, which rates buildings on matters like energy use and indoor-air quality.

20. The Madison Street Coalition reviewed the proposed project, worked with the development team and issued a statement to the Commission on December 1, 2010, finding “that the proposed development meets the intent of [the MSCP’s] guidelines even though the height of the building is 5.5 feet above that allowed by the zoning ordinance.”

21. The Madison Street Coalition further found that the “reuse of the existing historic building with newly designed floors above represents appropriate building design along Madison Street relative to massing and articulation, material and color, fenestration, form, and orientation.”

The Requested Site Development Allowances

22. The Subject Property is located within a “C” Commercial District; the “C” District requirements regulate lot size, intensity of use, required yards, setbacks, density and other bulk matters. The Subject Property is also in the Madison Street Overlay District, which contains specific restriction on land use and bulk requirements.

23. The Applicant has requested eight (8) allowances from the C District's requirements. The following table and text detail the requested allowances.

Allowance Type	Zoning Ordinance	Proposed Request	Need for allowance
Setback – Front Yard	3-5 Feet	0 Feet (existing)	3 Feet
Setback – Side Yard	10 Feet	0 Feet (existing)	10 Feet
Lot Coverage (Building)	45%	48%	3%
Lot Coverage (Open)	25%	20%	5%
Parking (residential)	64 Spaces	32 Spaces	32 Spaces (50%)
Parking (commercial)	9 Spaces	0 Spaces (shared with Residential)	9 Spaces (100%)
Density (Intensity of Use)	40 Units	51 Units	11 Units
Landscaping Lot	Perimeter	North	South & West of East Lot
Building Height	50 Feet	55 Feet 5 Inches	Over by 5 Feet 5 Inches
Loading Berths	2	1	Under by 1 loading berth.

24. Regarding the requested front yard setback, the requested allowance is needed because the Applicant intends to use the existing footprint of the historical building on the Subject Property.

25. Regarding the requested side yard setback, the requested allowance is needed because the Applicant intends to use the existing footprint of the historical building on the Subject Property.

26. Regarding the requested zoning allowance for Lot Coverage of open space, the proposed building leaves 20% of the lot as open space, whereas the current configuration for the Subject Property has 0% open space.

27. With respect to the requested zoning allowance for residential parking, the Applicant's request for a 32 parking space allowance is based on the formula that 51 residential units require 51×1.25 , or 64 parking spaces.

28. With respect to the requested zoning allowances for commercial parking, the Applicant's request for a 9 parking space allowance is based on the square footage formula $(5,223/500 = 11 (-25\%) = 9)$.

29. That with respect to the requested zoning allowances for loading berths, the Zoning Ordinance requires two loading berths for the size of the proposed development. This allowance is required because the current building has only one loading dock. The Applicant has provided engineering plans showing that a 21 foot delivery truck would have a sufficient turning radius to access the loading dock, which is located on the alley to the east side of the proposed building at 820 Madison Street.

30. That with respect to the proposed height of the building, the portion of the building where the height would exceed the fifty-foot height restrictions are in an "L" shape along Grove and Madison Streets. A large portion of the currently-existing two to three storey structure closest to the adjoining properties to the north would be reduced to one storey. The Applicant's shadow study indicates that several abutting residential properties to the north of the proposed development will have increased shadows, mostly at the winter solstice when the midday shadows are the longest to the north. However, the Applicant's shadow study did not reflect the difference between the proposed building's shadows and the shadows that would be

cast by a building of the allowed fifty-feet, which would be substantially similar to the shadows cast by the proposed building.

Specific Objectives Met by The Proposed Development

31. Section 3.9.1(E) of the Oak Park Zoning Ordinance, in relation to planned developments, requires planned developments to “achieve some or all of the following specific objectives.”

32. The allowances for the proposed development, and use of the Subject Property as a mixed use low-income residence and commercial space according to the details provided herein and in the Record, meet the following six specific objectives:

- a. Creation of a more desirable environment than may be possible through strict application of other Village land-use regulations with the use of creative design, landscape, and/or architectural features.
- b. Enhancement of the existing character and property values of the Village and promotion of the public welfare by ingenious and imaginative designs resulting in a better and more creative use of land.
- c. Combination and coordination of the character, the form and the relationship of structures to one another.
- d. The beneficial use of open space.
- e. Promotion of economic development within the Village.
- f. Preservation and/or enhancement of historical and natural resources.

Input from Other Village Commissions and Committees

33. The Plan Commission received favorable recommendations for the proposed development from the following Village Commissions and Committees, all of which are part of

the Record: (1) the Madison Street Coalition; (2) the Historic Preservation Commission; (3) the Public Art Advisory Committee; (4) the Housing Programs Advisory Committee; (5) the Community Design Commission; (6) the Community Relations Commission; and (7) the Transportation Commission. The Plan Commission requested input from the Universal Access Commission, but never received any such input.

The Planned Development Standards

34. An application for a planned development may be granted by the Village only if the Applicant demonstrates that the proposed development satisfies the following standards, which are found in Section 3.9.1(l) of the Zoning Ordinance. All of the standards must be satisfied before this Commission may make a favorable recommendation to the Village Board.

35. That Section 3.9.1(l) of the Zoning Ordinance sets forth the following numbered standards which are addressed in turn: (1) Comprehensive Plan Standards, (2) Municipal Services Standards, (3) Vicinity Standards, and (4) Economic Development and Feasibility Standards.

Comprehensive Plan Standards.

36. The proposed use or combination of uses is consistent with the goals and objectives of the 1990 Comprehensive Plan and has been considered in relation to any other plans adopted by the Village Board.

37. The Oak Park Comprehensive Plan designates the subject property as being within the *Business Area*. The Comprehensive Plan states that “. . . in these areas the emphasis is on the preservation and upgrading of existing business structures. Nearly all of the properties in

these areas are in good condition and, if properly maintained, are unlikely to require redevelopment in the near future. In the unlikely event that a building is destroyed, for example by fire or natural disaster, the zoning Ordinance will assume that densities will be maintained when the building is replaced. New development or replacement uses should generally be confined to the same land areas presently occupied by existing uses.”

Housing

38. The *housing* goal of the Comprehensive Plan is to preserve and enhance the stable, residential environment so that persons of all ages races and *income* can continue to live in sound, affordable housing. Thus, the Village, through development and redevelopment, should support racial integration, *economically diverse housing*, maintain and enhance the quality of housing, maintain and enhance the existing residential character, preserve and maintain significant historical structures, and stabilize population.

39. The Village has a need for additional affordable one bedroom units with supportive services. In 2010, the Village hired an outside consultant to update the Village of Oak Parks’ Analysis of Impediments to Fair Housing. One of the findings of this analysis was that there was a lack of affordable accessible housing for persons with disabilities in the Village. The Oak Park Housing Authority’s waiting list for Mainstream Vouchers (vouchers for persons with disabilities) has 31 single households that have an Oak Park residency preference, and there are 206 single individual households with a residency preference on the 2004 regular waiting list.

40. The proposed development will be fully accessible to persons with mobility impairments and will have 10 units that will be adaptable for persons with disabilities. Additionally, many persons with other forms of disabilities will benefit from the supportive services that will be provided on site to residents.

41. Currently pending before the Village Board is the 2010 Housing Programs Advisory Committee's Report on Affordable Housing Strategies. In this report is a series of strategies that the Village Board could consider implementing. The plan found that almost 83% of small low-income renter households have a housing problem. The plan also finds that the majority of low-income renters would benefit from improved economic opportunities provided by cost savings. Additionally, the plan states that these households need supportive services such as education and job-training.

42. Allowing 51 units of affordable housing in the Village would not be imposing a concentration of poverty in one geographic area, one that is largely middle class in nature presently. Rather, the proposed development on the Subject Property may expand the economic opportunities for low-income persons (as defined by the Illinois Housing Development Authority, as amended from time to time) that could live in an otherwise unattainable neighborhood. The proposed development would allow low wage earners working or living in Oak Park an opportunity for affordable and attractive housing in a good neighborhood. The proposed development may allow its residents to develop a sense of community that would not exist residing in scattered site housing.

43. No credible evidence was presented to counter the Village Police Chief's opinion that the proposed development would not cause any extra burden on the neighborhood's health and safety.

Transportation and Parking

44. The *transportation and parking* goal of the Comprehensive Plan is to preserve the residential character of neighborhood and improve the health of business districts while achieving the safe, fuel-efficient and cost-effective movement of people and goods. This means

that the Village should maintain the residential nature of neighborhoods while allowing the safe flow of traffic, provide adequate parking for residents, shoppers, employees, commuters and visitors, enhance public transportation opportunities and encourage more use of public transportation and less dependence on automobiles, and use the mass transit facilities as an economic development tool.

45. As stated in more detail herein, the traffic generated by the proposed development is anticipated be less disruptive to the neighborhood than the previous use.

46. The parking allowance requested is acceptable due to the nature of the tenants, accessibility to public transportation, and certain conditions to the parking plan.

47. According to the Corporation of Supportive Housing in Chicago, the *Indicators of Housing Quality* of the most recent (2005) American Housing Survey shows that overall roughly 8.5% of the households surveyed do not own a car. However, only 3% of owner-occupied households do not own a car compared to 20% of renter-occupied households. When household characteristics are factored, 27% of renter-households below the poverty line do not own a car. These figures are supported by the most recent (2001) *National Household Travel Survey* that shows 20% of households with incomes under \$25,000 per annum do not own a vehicle.

48. Oak Park is a transit rich community that encourages residents to utilize public transportation alternatives.

49. The Center for Neighborhood Technology in its recent study, *Penny Wise Pound Fuelish*, (March 2010) estimates that a household living in a transit rich community can save as much as \$3,110 annually by not owning an automobile and using public transportation.

Public Facilities and Services

50. The *Public Facilities and Services* goal of the Comprehensive Plan is to provide, in the most efficient manner, those public services and facilities that maintain a desirable community. This means that the Village should maintain public safety operations, maintain and improve public works and services, maintain and improve the high quality of other government facilities and services in the most cost-effective manner, and promote an improved and healthier community.

51. As stated herein in more detail, the proposed development maintains and/or betters public works, services and facilities by reducing the Subject Properties' demands on these public works and by smartly utilizing the historic, existing footprint of the current building and by achieving LEED building standards.

52. The *Economic Development* goal of the Comprehensive Plan is to expand the Village's tax base in order to maintain a high level of services, programs and facilities. This means that the village should attempt to maximize the potential for establishing tax-generating commercial and residential development and redevelopment, stimulate increased private investment, encourage a broad range of convenient retail and service facilities, encourage existing businesses to remain and expand and to attract new businesses, and attract a larger proportion of retail purchases.

53. The *Citizen Participation* goal of the Comprehensive Plan is to maintain a high and representative level of citizen involvement in Village affairs. This means that the Village should attempt to maximize opportunities for resident involvement in the decision-making process.

54. For the foregoing reasons and the totality of the evidence in the Record, the Plan Commission finds that the proposed development meets many of the applicable standards and

requirements of the Comprehensive Plan, many of which overlap with the other standards, as required by Section 3.9.1(I).

Municipal Services Standards

55. The standards for granting a planned development also require the Applicant to generally show that the Village's municipal services will not be overly burdened, including specifically the following:

- a. The establishment, maintenance, or operation of the use or combination of uses will not be materially detrimental to or endanger the public health, safety or general welfare of the residents of the Village.
- b. Adequate utilities, road access, parking, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses, including access for fire, sanitation, and maintenance equipment.
- c. Adequate ingress and egress to the planned-development site already exists or will be provided in a manner that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment.

56. That the Village Staff report, entered into the Record by the Plan Commission during the public hearing, as amended in parts at the request of Plan Commission, made relevant recommendations regarding these municipal services affected by the proposed development, including: transportation, parking, and police services.

57. Regarding transportation and traffic, Village Staff found that the proposed development "will have a minimum impact on the area traffic," and that the "previous uses [of the Subject Property] had a much greater impact on the neighborhood."

58. Village Staff also found that making Grove Street one way south-bound would not be a reasonable solution to any neighborhood traffic concerns. However, Staff opined that a diverter to encourage south-bound traffic out of the parking area would be a viable option.

59. Regarding parking, both the Plan Commission and Village Staff considered the large parking allowance requested by the proposed development. The Village Staff found that the requested parking allowance, subject to certain conditions as specified below, would not overburden the area's parking.

60. The Village Police chief, after reviewing the proposal, opined that the proposed development would not create any additional police burden.

61. The establishment, maintenance, or operation of the use or combination of uses will not be materially detrimental to or endanger the public health, safety, or general welfare of the residents of the Village.

Vicinity Standards

62. The planned development standards also require that the proposed development fit into the character of the surrounding uses, including:

- a. The proposed use or combination of uses will not substantially diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses that are permitted by the Zoning Ordinance of the Village.
- b. The proposed use or combination of uses will not have a substantial or undue adverse effect upon property values in the vicinity.
- c. The proposed design, use or combination of uses will complement the character of the surrounding neighborhood.

63. In addition to the requirements of the Madison Street Overlay District, Village Staff opined that the proposed development was compatible with the surrounding land uses along both Madison and Grove Streets, specifically, that its "consistency with the Madison Plan and underlying zoning also provides support to the idea that the proposed uses are appropriate. A four story building of this magnitude is not the standard along the corridor, but the use of existing (underlying) materials and vertical elements helps diminish the massing of the building.

The screened parking lot across from the building provides a good natural and aesthetic barrier for the residential land uses as well as from the corridor. A thirty foot wide landscape yard along the north property line creates a buffer compatible with a residential neighborhood which exists to the north of the subject site.”

Economic Development and Feasibility Standards

64. The planned development standards also requires certain financial and economic standards be met:

- a. The applicant has the financial and technical capacity to complete the proposed use or combination of uses.
- b. The proposed use or combination of uses is economically feasible and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.

65. The Applicant demonstrated that it had the financial capacity to complete the project as described.

66. The Applicant presented evidence of an estimated increased tax valuation for the Subject Property should the proposed development be allowed.

67. The evidence indicated that the proposed development will generate approximately \$97,000 to \$128,000 in real estate taxes at the end of 2012, compared with the current use's 2009 tax bills (payable in 2010) of \$90,623.81 (for the 820 Madison site) generated by the Subject Property. The proposed development will also provide the Village with potential sales tax revenue, depending upon the tenant(s) of the commercial space.

68. The standards in Section 3.9.1(I) of the Zoning Ordinance as set forth in paragraph 21 have been satisfied.

A. Comprehensive Plan Standards.

The proposed use or combination of uses is consistent with the goals and objectives of the Comprehensive Plan.

B. Municipal Services Standards.

1. The establishment, maintenance, or operation of the use or combination of uses will not be materially detrimental to or endanger the public health, safety, morals or general welfare of the residents.
2. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses, including access for fire, sanitation, and maintenance equipment.
3. Adequate ingress and egress to the proposed use or combination of uses already exists or will be provided in a manner that adequately addresses additional traffic congestion in the public streets and promotes a safe and comfortable pedestrian environment.

C. Neighborhood Standards.

1. The proposed use or combination of uses will not substantially diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses that are permitted by the Zoning Ordinance of the Village.
2. The proposed use or combination of uses will not have a substantial adverse effect upon property values in the vicinity.
3. The proposed design, use or combination of uses will complement the character of the surrounding neighborhood.

D. Economic Development Standards.

1. The Applicant has the financial and technical capacity to complete the proposed use or combination of uses.
2. The proposed use or combination of uses is economically feasible and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to extent that such burden is balanced by the benefit derived by the Village from the proposed use.

Compensating Benefits.

69. In return for the Village providing allowances from Village regulations, the Applicant must provide compensating benefits which advance Oak Park's physical, cultural and social objectives (in accordance with the Comprehensive Plan and other approved plans) by having the Applicant provide specific amenities in the planned development. Among the compensating benefits which accrue to residents of the area or to the community as a whole are:

- a. Visual Compensating Benefits along Madison Street and Grove Street: Along the Madison Street frontage, the proposed development calls for decorative masonry walls with benches that will screen the parking lot from the Madison Street frontage while providing seating for the general public. The masonry walls will complement the existing sitting walls across Madison Street from the proposed development. Additionally, the proposed development will place a similar masonry wall to the west side of the geothermal park along Grove Avenue. The project also includes decorative fencing along the west side of the geothermal park.
- b. The proposed development plans also include a community room for use by the residents of the proposed development as well as the general public. This community room will be on the ground floor of the development, approximately 1,250 square feet and will comfortably seat 118 persons. The room will be open to members of the general public by appointment and without charge. This community room will help alleviate the currently-existing high demand for such community space in the Village.
- c. Environmental benefits: The proposed development will reduce the overall environmental footprint of the Subject Property in several ways, thus taxing the neighborhood and the community at large in more minimal ways than the current configuration of the Subject Property. It will use permeable pavers instead of asphalt in the parking areas and in and around the decorative walls and benches. These pavers allow rain to drain into the soil naturally which greatly decreases the amount of storm-water run-off that goes into the municipal storm sewer system. Also, a portion of the proposed building utilizes a "green roof," essentially covering a portion of the roof with soil and sedum plants. Such green roofs reduce the building's need for electricity (heating and cooling) and also reduce the storm-water run-off that is generated by the building. Furthermore, the proposed development plans are for silver level LEED (Leadership in Energy and Environmental Design) certification, including geothermal heating and cooling, not only reducing the proposed development's footprint on many Village and regional infrastructure but also adding to Oak Park's status as a leading community in the area that is committed to sustainability.

Public Art As Part Of The Development.

70. Section 3.9.1(F)(3) requires that an Applicant provide at least one piece of public art as part of the development. The scope of the public art should be in proportion to the square footage of the development upon review and advice by the Village's Public Art Advisory Committee ("PAAC"). The Applicant and the PAAC have been in discussions regarding the scope, type and placement of the public art. The Applicant will be designing and constructing a decorative fence at the western edge of the geothermal park along Grove Street and the southern edge of the parking lot at 820 Madison Street , the design of which will be approved by the PAAC and installed prior to the issuance of the final certificate of occupancy for the proposed development.

71. The special use permit standards that are set forth in Section 2.2.3D of the Zoning Ordinance are not applicable to the Application because, "[f]or planned developments, the forgoing [Section 3.9.1(I)] shall be the sole standards and shall supersede the special use standards set forth in Section 2.2.3D." However, the Plan Commission finds that the standards set forth in Section 2.2.3D of the Zoning Ordinance have been met by the Applicant and the evidence in the Record.

RECOMMENDATION

Pursuant to the authority vested in it by the statues of the State of Illinois and the ordinances of the Village of Oak Park, and based on the above findings, the testimony and the evidence presented at the public hearing, this Plan Commission, sitting as a Zoning Commission, hereby recommends to the President and Board of Trustees that the proposed planned development for the Subject Property be allowed, subject to the following conditions:

- (1) In leasing units in the proposed development, the Applicant shall give preference first to those individuals currently residing *and* working in Oak Park and second to those individuals currently either residing *or* working in Oak Park. Moreover, the Applicant shall give preference to disabled persons for the units that are handicap accessible or handicap convertible.
- (2) The Applicant shall advertise for and populate a new list of potential residents that is separate and apart from any waiting lists already in use by the Oak Park Housing Authority or any other partner of the Applicant. The Applicant shall accordingly choose its residents from this new list, as it amends from time to time. The Applicant shall give written notice to the Village 60 days prior to the opening date of the list. The Village shall, in turn, make this information available to the general public in its sole discretion, in any of the following or other ways: via e-mail notification, notification on public access channel 6, and/or on the Village website.
- (3) The Applicant shall require and conduct a written criminal background check for all residents prior to signing any lease with the potential resident. The Applicant shall not permit anyone to become a resident of the proposed development on the Subject Property if they have a record of a felony conviction five or fewer years prior to the date of the resident applying for residency with the Applicant.
- (4) The Applicant shall, in addition to the full time professional property manager on the premises of the Subject Property, hire a "resident manager" who shall be available to the residents at all times that the professional manager is not on site, either by being on the premises of the Subject Property or by the implementation of an "on-call" procedure.
- (5) The Applicant shall fund an escrow account for the purposes of conducting a traffic and parking study to be commenced at six (6) months after full occupancy of the Subject Property (95%), including both the residential and the commercial portions of the Subject Property, to be completed by a firm selected by the Village, with the time and scope of the study to be decided by the Village. The consultant shall hold a meeting with any interested neighbors to determine their concerns with traffic and parking issues, if any, generated by the proposed development. This study shall review traffic and parking within approximately one quarter mile of the Subject Property. If this post-construction traffic and parking study recommends that any measures should be taken to correct any unforeseen traffic or parking issues that have been caused by the development, the Applicant shall implement said recommendations within six (6) months after the study has been completed. To insure that payment of the costs of the study, the Applicant shall post a bond, letter of credit or other security acceptable to the Village in an amount of \$20,000 ("security"), for the study. The security, or any portion of the security, shall be returned to the Applicant upon full compliance with this condition.

(6) The Applicant shall post a bond or letter of credit or proof of insurance, as required by Village Ordinance or Illinois Statute (the amount to be determined by the Village ~~or as required by Village ordinance or Illinois statute~~) with the Village to cover any damages related to construction activities, including but not limited to vibrations from drilling of geothermal wells on the Subject Property.

(7) The Alternate Parking Plan submitted by the Applicant in its Planned Development Application under Table 2, page 5 of the Traffic Impact and Parking Study dated August 9, 2010, be accepted with the following conditions:

1. The 32 off-street private parking spaces proposed for the 51 residential units is acceptable, subject to:

a. Within these spaces, two (2) spaces located in the off-street lot at 832 Madison shall be dedicated for a car sharing service, if the Applicant and the car sharing service establish area-demand exists for two cars. The Applicant shall make an effort to establish one car sharing vehicle within the first six (6) months of opening and two (2) car sharing vehicles within eighteen (18) months of opening.

b. During such times as the percentage of residential units with tenant vehicles is less than 60%, the Applicant shall open and designate parking spaces for use by the "General Public" (e.g. the commercial customers and guests) within the parking lot at 832 Madison. The spaces opened up for the use by the General Public shall be proportionate to the number of spaces not needed for residents.

c. The Applicant will comply with existing Village requirements to notify prospective tenants of the Village's On-Street Overnight Parking Ban and advise tenants in writing on or before the date the residency application is submitted that private parking may not be available from the Applicant, and no more than one private parking space is available or permitted per applicable unit.

d. In the event that the percentage of residential units with tenant vehicles is greater than 60%, the Applicant shall petition the Village for creation of additional On-Street Overnight Parking Spaces on Grove adjacent only to their building and/or parking lot.

2. The parking demand generated by the commercial space will be evaluated by the Applicant and a report provided to the Village upon the full occupancy (95%) of the residential portion of the proposed development on the Subject Property and leasing of the Subject Property's commercial space, ~~and~~ six (6) months following the full occupancy of the Subject Property. In the event that the commercial space is leased, the Applicant will make its best efforts upon the issuance of the commercial certificate of occupancy to obtain off-street evening parking through agreement with neighboring properties (e.g. Chase Bank) for after-hour use of private parking, if the Village determines that there is such a parking demand. In addition, the Shared

Parking Option presented verbally by the Applicant to consist of daytime use of up to seven spaces in the off-street parking lot (accessible from Grove Street) by commercial tenants shall be incorporated into the Alternative Parking Plan.

- (8) The Applicant shall work in good faith with the Village to explore reuse or repurposing of Parking Lot 116, on the northeast corner of Madison Street and Oak Park Avenue, which would allow any additional needed parking for the Subject Property.
- (9) The Applicant shall impose a right-turn-only restriction on traffic exiting the parking lot at 832 Madison, and shall work with the Village to impose these restrictions with proper signage and all necessary diverters at the Applicant's expense.
- (10) The Applicant shall install appropriately-designed bicycle racks along Grove Avenue or in the parking lot at 832 Madison for employees and retail customers of the Subject Property. ~~These~~ The number, location and design of the bike racks shall be jointly approved by the Village Engineer and Village Planner.
- (11) The Applicant shall take the following actions related to leasing the commercial space:
 - a. The Applicant shall develop a detailed marketing plan for commercial recruitment for the Subject Property, including the development of outreach efforts to non-retail users such as profession service providers and office uses. This plan shall be reviewed with the Business Services Manager for the Village of Oak Park.
 - b. The Applicant shall develop a plan to address the potential for "dark" space in the Subject Property along the Madison Street Corridor if initial leasing efforts are unsuccessful. Plans shall include temporary uses and displays as well as the use of window screening to soften the vacancy. These designs shall be jointly approved by the Business Services Manager and the Village Planner.
 - c. The Applicant shall develop a site-specific marketing sheet highlighting the assets that the Subject Property enjoys, including: high traffic counts, new development on the south side of Madison Street, development potential at Oak Park Avenue and Madison Street, ~~institutional daytime~~ traffic, and the historic renovation of the Subject Property.
- (12) The Applicant shall reserve a position on its "Board of Managers" for the Subject Property for a neighbor of the Subject Property.

- (13) The Applicant shall obtain the final approval of the Public Art Advisory Committee for the public art in its application prior to the time the Village issues the occupancy permit for the Subject Property.
- (14) The Subject Property's landscaping shall include bioswales (low vegetated ditches that carry and filter storm water) ~~around the parking lots~~ consistent with the Community Design Recommendations. All landscape plantings should be native to the area to support the local insect and bird populations. In such cases where native plantings are not available, the Applicant shall plant consistently with the recommendations of the Community Design Commission. The Applicant shall provide the Village with a bond, letter of credit or other security acceptable to the Village in an amount of 110% of the cost of landscape materials and installation, to insure that the landscaping is installed and maintained pursuant to the landscape plan.
- (15) The Applicant's final building and site plans submitted to the Village for approval prior to construction must substantially conform to the preliminary plans as submitted to Village Staff and as presented in its application to the Village Board for a planned development special use permit, including but not limited to the use of substantially similar building materials as presented in its application. The Village shall determine in its discretion whether the final plans "substantially conform" and/or are "substantially similar" to the application and the preliminary plans. The applicant's final plans must substantially conform to the following list of preliminary plans included in the application:
- (a) Perspective Drawings: dated October 20, 2010 prepared by Weese Langley Weese Architects
 - (b) Site Plan: dated December 6, 2010 prepared by Weese Langley Weese Architects (with only the revisions necessary to conform to the Plan Commission recommendations.)
 - (c) Landscape Plan & Plant List: dated November 29, 2010 prepared by Weese Langley Weese Architects (with only the revisions necessary to conform to the Plan Commission recommendations.)
 - (d) Building Elevations: dated December 6, 2010 prepared by Weese Langley Weese Architects
 - (e) Floor Plans: dated December 6, 2010 prepared by Weese Langley Weese Architects
 - (f) Exterior Lighting Plan: dated October 20, 2010 prepared by Weese Langley Weese Architects

- (g) Shadow Study: dated October 20, 2010 prepared by Weese Langley Weese Architects
 - (h) LEED Requirements: submitted December 3, 2010
- (16) During construction of the Subject Property, the Applicant shall post a conspicuous sign on or adjacent to the Subject Property providing a local phone number which interested parties may call to obtain answers to questions about the project and its construction. Such telephone number shall be staffed during normal business hours, Monday through Friday, except legal holidays, by a person with authority to address and remedy problems, including, but not limited to traffic, noise, maintenance and landscaping.
- (17) During construction of the Subject Property, the Village shall designate a staff liaison.
- (18) The Applicant shall insure that all construction debris remains on the Subject Property and is removed on a regular basis. The Applicant shall erect and maintain a screening fence around the perimeter of the Subject Property to minimize blowing debris.
- (19) Semi-trailer truck traffic is prohibited on Grove Street, north of the east-west alley adjacent to the Subject Property. The Applicant shall submit its route for construction traffic for the Subject Property, its plan for construction parking, and its demolition and construction schedule to the Village Engineer for his/her review and approval.
- (20) The Applicant shall comply with its agreement with the resident at 426 South Grove Street wherein the Applicant agreed to: (1) plant one or two trees on the parking lot adjacent to the north/south public alley between Madison Street and Washington Street to help shield the residence from the alley and the bank on the northwest corner of Oak Park Avenue and Madison Street; (2) construct a single wood privacy fence on the north property line of the Subject Property to further help shield the residence from the Subject Property; (3) remove several bushes near the north property line of the Subject Property to clear room for the wooden privacy fence; and (4) to show the property owner of 426 South Grove Street all landscape plans regarding these issues prior to performing the work.
- (21) In the event the Applicant or its successors or assigns fails to comply with one or more of the foregoing conditions and restrictions after 30 days written notice by the Village or its agents, the President and Board of Trustees may thereafter revoke or limit this planned development, provided, however, that the Applicant or its successors shall be deemed to have complied if they promptly commence a cure and diligently pursue that cure to completion where such cure is not reasonably susceptible to completion within such 30-day period.

This report adopted by a 6 to 1 vote
of the Plan Commission, sitting as a
Zoning Commission, this 17th day
of March, 2011.



MEMORANDUM

DATE: May 9, 2011

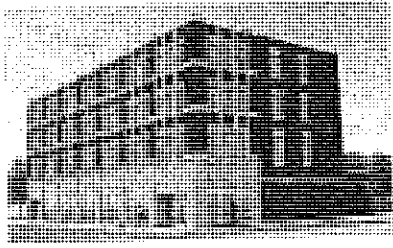
TO: Thomas W. Barwin, Village Manager

FROM: Craig Failor, Village Planner
Community Planning and Development

Re: **Interfaith Housing Findings of Fact**

Perry Vietti, with Interfaith Housing Authority brought to our attention some changes necessary to the Findings of Fact report submitted by the Plan Commission. Attached you will find a slightly revised version of the Findings of Fact sent a few weeks ago. Some of the changes are scrivener errors as you will see in the attached redlined version. [See pages 4, 5, 8, & 17] Others are modifications discussed by the Plan Commission that were not transferred into the final version. [See pages 22, 23 & 25]. On page 24, regarding the bioswales, the conversation at the Plan Commission was whether or not bioswales could be designed into the proposed parking lot. The applicant was asked to submit a revised landscape plan which was attached to the Findings of Fact sent earlier that does not indicate bioswales as they were unable to incorporate them into the design due to limited green space. The attached findings of fact have been reviewed by the Chair of the Plan Commission as well as the attorney for the Plan Commission.

If you have any questions, please contact me.



Applicant:
 Perry Vietti: Interfaith Housing Development Corporation
 219 W. Chicago Avenue, Suite 400
 Chicago, IL 60654

Meeting Date: December 16, 2010

Case: PC 10.01

Owner:
 Comcast of Illinois IV, Inc.



VILLAGE OF OAK PARK + PLAN COMMISSION

Staff Technical Review Report

Prepared by Craig Failor, AICP, LEED AP - Village Planner

Interfaith Housing - Mixed Use Planned Development 470-832 Madison Street & 436 Grove Avenue

Planned Development Application; The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance as follows: 1.) Section 3.9.6 (E) (1) (a) requires a front yard setback of not less than three (3) feet and not more than five (5) feet, for structures and buildings between Harlem Ave. and Oak Park Ave; whereas the proposal feature a zero front yard setback due to the location of the existing structure along Madison Street; 2.) Section 3.8.4 (C) (2) requires that 25% of the lot area must remain open space and be landscaped to provide for the absorption of moisture; whereas the proposal features 20% new open space over the existing 0% open space on the existing site; 3.) Section 6.2.2 (D) requires 64 residential parking spaces and nine commercial parking spaces (11 spaces total with a 25% reduction per Section 6.2.3) for a total of 73 off-street parking spaces based on 51 one unit bedrooms and 5,233 square feet of commercial space; whereas the proposal features 32 off-street parking spaces.; 4.) Section 3.6.3 (A) (1) (b), by reference from Section 3.8.4 (A) (1) (a), requires a maximum of 40 dwelling units based on the size of the land; whereas the proposal features 51 dwelling units; 5.) Section 3.8.4 (A) (2) requires that no building or structure shall exceed 50 feet in height; whereas the proposal features a principle building that is 55.5 feet in height; 6.) Section 6.4.2 (A) requires a building setback along all public streets be planted with a minimum of one (1) tree and ten (10) shrubs per 40 lineal feet of setback area. This section shall apply along Madison Street where there is a required front yard setback of not less than three feet and not more than five feet. Due to the location of the existing building, landscaping along Madison Street would not be possible; 7.) Section 6.4.2 (C) requires an eight-foot wide site-perimeter landscaping area adjacent residential uses; the area between the proposed nine parking spaces and the most northern section of the property shall be at least eight-feet wide which is approximately 21 feet out of 150 feet width; 8.) Section 6.2.8 (B) requires that buildings containing more than 25,000 square feet of floor area to provide at least 2 off-street loading berths; whereas the proposal features 51,677 square feet of floor area, according to the applicant, and provides one off-street loading berth.

Property Information

Existing Zoning:	C Commercial District, Madison Street Overlay District
Existing Land Use:	Vacant (former Comcast Commercial Uses) and parking lot
Property Size:	31,895 Square Feet
Comprehensive Plan:	Business Area / Buffered Parking or Business Extension Development
Business District Plan:	2006 Madison Street Corridor Plan
Surrounding Zoning and Land Use:	NORTH: R-5 Two Family District; Single Family Residential SOUTH: C Commercial District; Retail / Vacant Lot EAST: C Commercial District; Drive-through Bank Facility WEST: C Commercial District; Commercial Use

Analysis

Submittals: This report is based on the documents that have been identified in the submitted proposal binder, which was filed with the Community Planning and Development Department in December 2010.

Description: The proposed development site is located within the C Commercial District, as identified on page 1; at the northeast (building) and northwest (parking lot) corners of Madison Street and Grove Avenue. The subject property abuts the C Commercial District on three sides and the R-5 Two Family District. The proposed development consists of a 55.5 foot tall four-story building with 51 supportive housing one-bedroom residential rental units, 5,233 square feet of commercial space, and various other uses such as a community room, supportive service office, bike storage, laundry, trash and mechanical rooms on the first floor. The development will also contain 32 on-site resident parking spaces. The Applicant's request for approval of a Planned Development is accompanied by eight allowances identified herein.

Waivers: The Applicant has asked for the following waivers from the requirements of the planned development application. 1) Environmental Reports, item 16 ; 2) Energy Analysis, item 29 and, 3) LEED bond requirements, item 31. The following is a formal response to each request.

Environmental Reports: The planned development application submittal requirement number 16 states, "Information about any hazardous pollution on the site is required to ensure that there is no threat to the public safety during construction of the proposed structures or use of the site after construction. Any environmental audits for the site, including Phase I or Phase II Reports, or any information that is on file with the Environmental Protection Agency shall be submitted for review by the Village. This information may not be necessary if a letter from EPA is provided stating that the site is considered clean by EPA's standards." According to their letter, a Phase I report, would be and is included in the application. The Phase I report recommends a Phase II analysis be conducted. The reasons the environmental reports are necessary are to ensure public safety during construction. However, since the Village will require a Phase II report prior to the issuance of a building permit, a delay in the submission of this report is acceptable. It is suggested that the Phase II be conducted prior to the final set of building permits be developed.

Energy Analysis: The planned development application submittal requirement number 29 states, "A life-cycle energy analysis comparing the costs of heating and cooling the development using a geothermal system with the costs of a conventional heating and cooling system. The annual and cumulative analysis shall use industry approved simula-

tion models to predict operating and maintenance cost, energy consumption, and production of atmospheric carbon dioxide." According to the application, the applicant will be installing a geothermal heating, ventilation, and air condition system. Since they are installing a geothermal system their request for omission is acceptable.

LEED [Leadership in Energy and Environmental Design] Requirements: The planned development application submittal requirement number 31 states, "In order to assure the attainment of LEED certification by each planned development, the applicant or developer shall submit to the Village Planner a performance bond payable to the Village in an amount equal to \$10,000.00 multiplied by the number of LEED points required to obtain LEED certification. The performance bond shall be renewed annually by the Developer until thirty (30) days after such time as the Developer is able to notify the Village in writing that the LEED certification for the project has been approved or denied by the U. S. Green Building Council." According to the applicant, as a private nonprofit organization they cannot afford to provide a \$400,000 performance bond, but that they are committed to achieving 52 LEED points, 12 more than needed for Certification, in hopes of meeting or exceeding a minimum score of 40 points. They also indicated that their funding is reliant on completing development of the subject site as proposed, meaning they must attain the LEED certification or better as designed. They also indicated that other Interfaith Housing facilities have been developed with LEED certification under the guidance of the architect selected for the Oak Park development. Their alternative suggestion is relative to the issuance of a building permit contingent on a thorough understanding of the LEED points detailed in the construction drawings would be acceptable. Staff suggested that a meeting be scheduled, at such time as necessary, prior to building permit approval with the architect of record, Director of Building and Property Standards and the Village Planner to ensure compliance with the minimum LEED certification, and that if the number of LEED points are less than needed for LEED certification, the building application will be determined invalid and shall be re-submitted.

To summarize; all three waiver requests aforementioned are granted per the Village Planner's authority as defined in Section 2.2.7A1c of the Oak Park Zoning Ordinance, contingent upon any noted conditions and/or suggestions.

Compliance with the Zoning Ordinance

The applicant is requesting approval of a Planned Development for a mixed-use development with allowances. The proposed development is meeting all other regulations of the Zoning Ordinance. The C Commercial District lists commercial and residential uses as a permitted uses.

Planned Development:

One of the principal objectives of the Zoning Ordinance is to provide for a compatible arrangement of uses of land and buildings that is consistent with the requirements and welfare of the Village. To accomplish this objective, most uses are classified as permitted or special uses in one or more of the districts established by the Zoning Ordinance. However, it is recognized that there are certain uses that, because of their scope, location or specific characteristics, give rise to a need for a more comprehensive consideration of their impact, both with regard to the neighboring land and the Village in general. Such uses fall within the provisions of the Planned Development

and that such use or combination of uses is shown to be beneficial to the Village. The reason this project is seeking Planned Development approval is that the Zoning Ordinance requires those properties or buildings that are over 10,000 square feet in size to seek Planned Development approval when allowances are required.

Madison Street Overlay District:

The Madison Street Overlay District, which was approved by the Village in January 2008, was established based on recommendations within the Madison Street Corridor Plan. The Overlay District is in place to ensure development is consistent with the Madison Street Corridor Plan. The Overlay district sets forth provisions for use, yard and bulk regulations which override underlying C Commercial District regulations. Some of which are subject to the allowance requests identified in the table and text on the following page.

TABLE 1

	<i>Allowance Type</i>	<i>Zoning Ordinance</i>	<i>Proposed Request</i>	<i>Need for allowance</i>
1	Setback—Front Yard	3 Feet	0 Feet	3 Feet
2	Parking	73 Parking spaces	32 Spaces	41 Spaces
3	Density	40 Dwelling Units	51 Dwelling Units	11 Dwelling Units
4	Height	50 feet	55.5 Feet	5.5 feet
5	Lot Coverage	25% Open Space	20% Open Space	5% Open Space
6	Landscaping—Front Yard	3 Feet for Landscaping	0 Feet—no Landscaping	3 Feet for Landscaping
7	Landscaping—Perimeter	8 Feet for Landscaping	5 Feet	3 Feet
8	Loading Areas	2 loading areas	1 Loading Area	1 Loading Area

section of the Zoning Ordinance and shall only be permitted if authorized as a Planned Development.

It is the purpose of Planned Developments to enable the granting of certain allowances or modifications from the basic provisions of the Zoning Ordinance to achieve attractive and timely development in furtherance of the Village's objectives and proposed land uses as stated in the Comprehensive Plan. Site-development allowances (i.e., any zoning relief, including any deviation from the Zoning Ordinance provisions for the underlying zoning district) may be approved provided the applicant specifically identifies each site-development allowance and how it would be compatible with surrounding development.

The Oak Park Zoning Ordinance states that Planned Developments should generally be limited to those uses or combination of uses currently permitted in the underlying zoning district. However, an applicant may petition for consideration of a use or combination of uses not specifically allowed in the underlying zoning district, if the Village Board finds that the conditions, procedures and standards are met

Allowances: *Site—Development allowances (i.e., any zoning relief, including any deviation from the Zoning Ordinance provisions for the underlying zoning district).*

TABLE 1 above and the following text details the requested allowances from the Zoning Ordinance:

Setback—Front Yard: Section 3.9.6 (E) (1) (a) requires a front yard setback of not less than three (3) feet and not more than five (5) feet, for structures and buildings between Harlem Avenue and Oak Park Avenue. The proposal features a zero front yard setback due to the location of the existing structure along Madison Street. The proposed development will include two additional stories above the existing structure at the existing zero lot line setback along Madison Street. The proposed setback is consistent with the established setback along the corridor. The purpose of the minimum 3 foot setback along Madison Street is to allow a wider sidewalk / pedestrian area as the west end of the corridor is narrower than the eastern

(Continued on page 4)

portion of the corridor. The existing placement of the building prevents the opportunity for this objective.

Parking: Section 6.2.2 (D) requires 64 residential parking spaces based on 51 one-bedroom units and eleven (11) commercial parking spaces based on 5,233 square feet of commercial space; however Section 6.2.3 of the Zoning Ordinance allows a 25% reduction for commercial parking spaces due to the availability of existing on-street parking spaces in front of the development. With the reduction included, a total of 73 off-street parking spaces are required. The development proposes 32 off-street parking spaces.

Density: Section 3.6.3 (A) (1) (b), by reference from Section 3.8.4 (A) (1) (a), requires a maximum of 40 dwelling units based on the size of the combined parcels of land subject to the planned development application. The proposal features 51 dwelling units, eleven (11) over the allowed limit. This equates to a 28% increase in density. The Zoning Ordinance's density calculation is based on dwelling unit per square feet of land, regardless of whether the dwelling units are one, two, or three bedroom units. One-bedroom units would be on the lower end of the density scale, with three bedrooms on the upper end. If you use a theoretical 1:1 ratio of person to bedroom, a 51 unit one-bedroom development would house 51 persons. A 51 unit three-bedroom development could house 153 persons. The applicant has indicated that there is a possibility that some of the one bedroom units may contain two individuals, a parent and child under 18 years of age, but that it would not be the norm.

Height: Section 3.8.4 (A) (2) requires that no building or structure shall exceed 50 feet in height. The proposal features a building that is 55.5 feet in height. This equates to an 11% increase in height. The bulk of the height is along Madison Street and Grove Avenue, with a lower roof of under 20 feet at the northeast corner of the building. The 55.5 and 20 foot portions of the building are approximately 33 feet from the north property line which abuts a residential property.

Lot Coverage: Section 3.8.4 (C) (2) requires that 25% of the lot area must remain open space and be landscaped to provide for the absorption of moisture. The proposal features 20% of new open space over and above the existing 0% open space on the existing site. In addition to the increase in open space on the ground, the application proposes a pre-vegetated pre-grown modular roof garden atop the 20 foot tall portion of the development as well as new perimeter landscaping within the adjacent parking lot.

Landscaping—Front Yard: Section 6.4.2 (A) requires a building setback along all public streets be planted with a minimum of one (1) tree and ten (10) shrubs per 40 lineal feet of setback area. This section shall apply along Madison Street where there is a required front yard setback of not less than three feet and not more than five feet. Due

to the location of the existing building, landscaping along Madison Street would not be possible.

Landscaping—Perimeter: Section 6.4.2 (C) requires an eight-foot wide site-perimeter landscaping area adjacent residential uses; the area between the proposed nine parking spaces and the most northern section of the property shall be at least eight-feet wide which is approximately 21 feet out of 150 feet width. This area located to the north of the parking spaces that access the alley is five (5) feet wide but still allows an adequate landscaped buffer between the residential property and the parking area. The parking area is adjacent to the residential garage to the north and would be visually blocked from the residence by the proposed landscaping materials.

Loading Dock: Section 6.2.8 (B) requires that buildings containing more than 25,000 square feet of floor area to provide at least 2 off-street loading berths. The proposal features 51,677 square feet of floor area, according to the applicant, and provides one off-street loading berth.

One of the rationale for establishing planned development regulations is the ability to allow development-needed flexibility that could foster creativity and provide enhancements of the built environment as well as provide compensating benefits to the community. Any relief sought in this regard must meet the standard set forth in the Zoning Ordinance and must be justified by those standards before consideration of the request can be determined. Each of the above-mentioned allowances provide a creative solution to what could be considered a standard or conventional development, but must be weighed against the standards for special use/ planned developments.

Compliance with the 1990 Comprehensive Plan

The Oak Park Comprehensive Plan designates the subject property as being within the *Business Area*. The Comprehensive Plan states that, "... in these areas the emphasis is on the preservation and upgrading of existing business structures. Nearly all of the properties in these areas are in good condition and, if properly maintained, are unlikely to require redevelopment in the near future. In the unlikely event that a building is destroyed, for example by fire or natural disaster, the Zoning Ordinance will assume that densities comparable to existing densities will be maintained when the building is replaced. New development or replacement uses should generally be confined to the same land areas presently occupied by existing uses. "

The major goals of 1990 Comprehensive Plan are identified below.

HOUSING: The goal within the Comprehensive Plan is to preserve and enhance the stable residential environment so persons of all ages, races, and income can continue to live in sound, affordable housing. This means that the Village, through development/redevelopment, should support racial integration, *economically diverse housing*, maintain and enhance the quality of housing, maintain and enhance the existing residential character, preserve and maintain significant historical structures, and stabilize population.

TRANSPORTATION and PARKING: The goal within the Comprehensive Plan is to preserve the residential character of neighborhoods and improve the health of business districts while achieving the safe, fuel-efficient and cost-effective movement of people and goods. This means that the Village should maintain the residential nature of

neighborhoods while allowing the safe flow of traffic, provide adequate parking for residents, shoppers, employees, commuters and visitors, enhance public transportation opportunities and encourage more use of public transportation and less dependence on automobiles, and use the mass transit facilities as an economic development tool.

PUBLIC FACILITIES and SERVICES: The goal within the Comprehensive Plan is to provide, in the most efficient manner, those public services and facilities that maintain a desirable community. This means that the Village should maintain public safety operations, maintain and improve public works and services, maintain and improve the high quality of other government services, provide needed government facilities and services in the most cost-effective manner, and to promote an improved and healthier community.

ECONOMIC DEVELOPMENT: The goal within the Comprehensive Plan is to expand the Village's tax base in order to maintain a high level of services, programs and facilities. This means that the Village should attempt to maximize the potential for establishing tax-generating commercial and residential development and redevelopment, stimulate increased private investment, encourage a broad range of convenient retail and service facilities, encourage existing businesses to remain and expand and to attract new businesses, and attract a larger proportion of retail purchases.

CITIZEN PARTICIPATION: The goal within the Comprehensive Plan is to maintain a high and representative level of citizen involvement in village affairs. This means that the Village should attempt to maximize opportunities for citizen involvement in the decision-making process.

Compliance with the Madison Street Corridor Plan

In June 2006, the Village Board of Trustees adopted the Madison Street Corridor Plan. The purpose of the plan is to assist in the revitalization of the corridor by envisioning a mix of uses, aesthetic improvements, gateway enhancements, and business retention and recruitment strategies for the corridor. The Plan contains five main components: Inventory Report and Opportunity Analysis, Vision Alternatives, Preferred Vision, Development and Implementation Strategy, and Development Guidelines. The Plan also contains three companion reports; Market Assessment, Architectural Historical Survey and Key Sites Report.

Inventory Report and Opportunity Analysis

This component discusses the demographic and housing trends which indicate that the Madison Street Corridor area has experienced a decrease in population between 1990 and 2000, but is a slightly more diverse area than

the rest of the Village. This area also contains a higher percentage of rental housing and more affordable housing as compared to the Village as a whole. This component also discusses land use patterns, traffic, transportation, parking conditions, and streetscape and open space. The land use pattern survey indicates that the corridor is predominately commercial, automotive, office, service, and residential uses. Multiple-family to the north and single-family to the south flanks the district. The parking review indicates that parking spaces are in short supply for the entire length of the corridor. However there are bus lines that run along Madison and Harlem and Austin Boulevard which could be utilized by residents in the area. The land use study indicates that there is only 0.4% of park/green space along the corridor. The park on Adams between Ridgeland and Cuyler Avenues is the largest green space

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in the study area, in addition to the park at Village Hall. The remainder of this section details the public participation efforts and opportunity analysis.

Vision Alternatives

This component discusses a broad spectrum of possibilities for the Madison Street corridor. The visions are broken down into Character Districts and Transportation Options. Under the Character Districts section there are three distinct character districts capturing the most realistic options. Under the Transportation Options there are three available for the corridor. The Preferred Vision section is a more refined Vision Alternative section.

Preferred Vision

The Preferred Vision component is the outcome of the public input, steering committee, and Village Board review process. This component incorporates all three Character Districts with detailed nodes, and one Transportation Option, one Streetscape and Open Space option, and one Land Assembly Option. In this particular case, the subject site is located within Segment 2; Home Avenue to Oak Park Avenue which is designated Neighborhood-Oriented and Mixed Use (Character District 2). This neighborhood-oriented district should incorporate mixed-use buildings with ground floor retail and upper floor residential or office. The uses in this segment should be oriented towards the adjacent neighborhoods with small retailers that create a very pedestrian atmosphere.

The boulevard option was strongly supported for the corridor. This option envisions no change to the lane geometry but encourages significant enhancements to the streetscape including trees, lighting, wayfinding signage, benches, public parking structures, and gathering areas to improve appearance and to accommodate pedestrians. As new sites re/development, these elements should be a part of each proposal.

Open space options should enhance the existing right-of-way without significant modification to the existing development pattern to create additional green space. Although, support exists to encourage additional green space in the right-of-way as new projects develop and/or land is assembled.

Character District 2: Neighborhood-Oriented and Mixed Use District focuses on landscaping and open space, historic preservation, small-scale neighborhood commercial uses, and residential units. This area should also focus on "green" building restoration or construction including LEED EB certification or LEED NC certification. Some of the targeted uses are; retail, restaurant, copy centers, office supply stores, computer sales and service, cell phone stores, mailing services, stationary stores, legal services, green building demonstration center, architectural salvage retail and wholesale, specialty hardware and building materials, etc... A full listing of targeted uses can be

found on page 19 of the Preferred Vision section.

Development and Implementation Strategy

This component builds off of the Preferred Vision and adds detail to each segment detail regarding specific desired land uses and business mixes as well as development concerns including proposed changes to zoning regulations along the corridor. In Segment 2: Home Avenue to Oak Park Avenue the Plan indicates that this area should incorporate mixed-use buildings with ground floor retail and upper floor residential or office. This type of use is encouraged in lieu of solely residential developments. The commercial space should be geared toward the residential neighborhood with such uses as restaurants, coffee shops, specialty retailers, home office services, professional services, museums, or small grocers. The *Segment Development Strategies Map* (Figure 1, page 10 of D&S component) identifies the subject area as a Potential Redevelopment site.

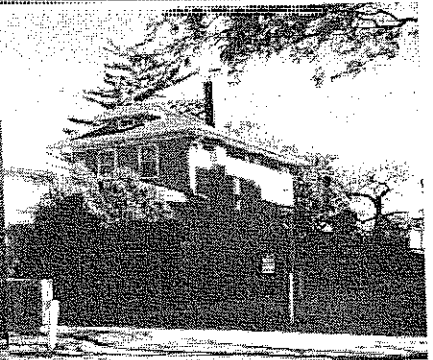
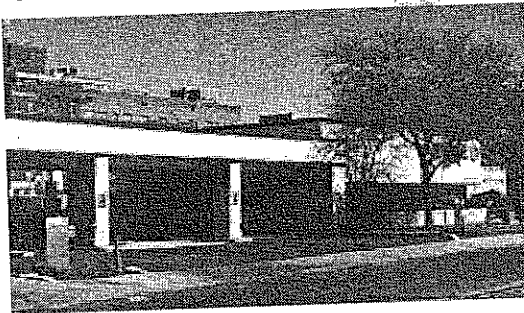
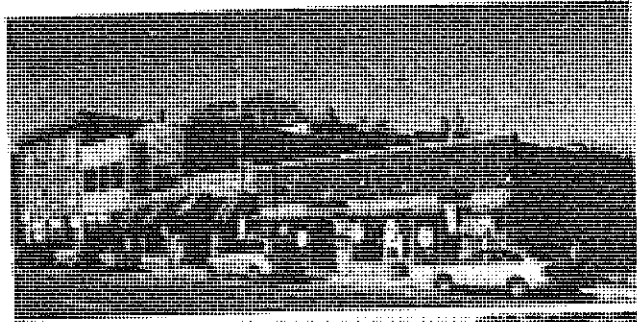
Development Guidelines

The Development Guidelines are intended to help protect and enhance current and future investment in the Corridor, ensure a degree of order, harmony and quality within the built environment, and to encourage the development of attractive individual buildings and projects that together contribute to a unified and distinct Corridor. The Guidelines are organized into two major groups that address "site design" and "architectural" design elements. These two groups define what are "appropriate" and "inappropriate" approaches to design. The core principles of the development guidelines reflect the most significant goals to be achieved within the Corridor. Those principles, found on page 4 of the Development Guidelines section, are Madison Street 'spirit', context and tradition, scale, pedestrian friendliness, sustainability and historic preservation, and green space. Upon review of the application and an inspection of the façade beneath the drivit exterior, the proposed development meets these goals.

Compatibility with Surrounding Land Uses

The mixed use aspect of the development is compatible with the surrounding land uses found along Madison Street as well as those along Grove Avenue. Office and retail uses are prevalent along Madison Street with several multiple family buildings along Grove Avenue and in the immediate vicinity of the proposed development.

The proposed development's consistency with the Madison Plan and underlying zoning also provides support to the idea that the proposed uses are appropriate. A four story building of this magnitude is not the standard along the corridor, but the use of existing (underlying) materials and vertical elements helps diminish the massing of the building. The screened parking lot across from of the building provides a good natural and aesthetic barrier for the residential land uses as well as from the corridor. A thirty foot wide landscape yard along the north property line creates a buffer compatible with a residential neighborhood which exists to the north of the subject site.



Staff Review

Transportation: *Jim Budrick, Village Engineer*

In regards to the Traffic Study prepared for the development, Budrick concurs with the consultants findings that this development will have a minimum impact on the area traffic. Based on his historic knowledge, the previous uses of this building had a much greater impact on the neighborhood.

In regards to the Preliminary Engineering Plans, a pedestrian detour plan needs to be developed to allow for people to get around the site during construction, primarily on the Madison Street Side. The existing parking lane may be used for this detour. Given the work planned on the facade, it is more than likely that the construction fence will need to be placed at the curb and the entire sidewalk area used for the work zone. Also, the plans show that the existing water and sewer services are to be used. An evaluation as to the condition of these lines should be made to make sure they will adequately provide for the completed facility.

NOTE: During a public meeting, there was a request that Grove Avenue be turned into a southbound, one-way street. This request is not reasonable because it would be too cumbersome for tenants, visitors, deliveries and livery services. A restrictor or diverter similar to the one just south of OPRFHS could be placed just north of the alley to

encourage traffic in front of the building to return to Madison Street.

Parking: *Cara Pavlicek, Interim Parking Manager*

Existing Parking Resources Managed by Village Currently, both daytime and overnight parking restrictions exist in the immediate vicinity of the proposed redevelopment site. Specifically, parking is prohibited on-street overnight on all streets adjacent to Comcast Building as well as all streets adjacent to the parking lot. During the daytime, there are no parking restrictions adjacent to the existing Comcast Building on Madison Street. During the daytime, parking is restricted to a maximum of 2 hours between 9 am – 5 pm weekdays on Grove Avenue (both the east and west side of the street) from Madison to Washington.

The subject property is located within an On-Street Overnight Parking Area as established by Ordinance with quarterly On-Street Overnight Parking Permits available to residents only who reside in the area bounded by Oak Park Avenue to east of Home and from Randolph to Madison. On-Street Overnight Parking Permits allow for overnight parking, generally from the hours of 10 p.m. to 6 a.m. in select on-street locations within the described area. Permits are sold quarterly at a rate of \$95 per quarter for 2011.

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LOT #	DESCR	STREET	LESSOR	Spaces	2011 Night Rate per Quarter	# Night Q3 '10 Permits Sold
63	Chase Bank, northwest corner of Madison Street and Oak Park Avenue	431 S OAK PARK	Chase Bank	11	\$109/\$135	8
85	Brooks Middle School, 325 S. Kenilworth Avenue	321 S KENILWORTH	Brooks School	15	\$109/\$135	14
100	Clinton Avenue, north of Madison Street	437 CLINTON AVE	Village of Oak Park	11	\$109/\$135	10

Currently, there are 194 of the 195 available On-Street Overnight Parking Permits sold for this area referred to as the Y4 Zone.

The Village additionally operates to the following off-street parking lots in the area:

Parking Impact of Proposed Redevelopment

Pursuant to the Traffic Impact and Parking Study dated August 9, 2010 submitted as part of the Planned Development Application, parking for the residential component of the development will be provided in the off-street parking lot immediately to the west of the Building at 823 W. Madison and will contain 23 parking spaces (two of which would be for vehicles with a state issued handicapped hangtag/license plate). Another nine parking spaces would be available adjacent to the northeast corner of the building and would be accessed from the public alley off Madison. The total of 32 off-street private parking spaces would serve 51 residential units, all of which are one-bedroom units.

The property also includes 5,200 sf of commercial space (which can be used for retail, office or professional uses). The Planned Development Application does not provide for dedicated off-street parking for this use and proposes that the parking demand that would be generated by the commercial space be accommodated with existing spaces on Madison and Grove adjacent to the subject property.

Parking Related Recommendations

In an effort to consistently support transit oriented development that is accessible to all income levels, it is appropriate to adopt a Planned Development that includes reduced parking requirements.

It is recommended that the Alternate Parking Plan submitted in the Planned Development Application under Table 2, page 5 of the Traffic Impact and Parking Study dated August 9, 2010, be accepted with the following conditions:

1. The 32 off-street private parking spaces proposed for the 51 residential units is acceptable, subject to:

a. Within these spaces, two spaces located in the off-street lot at 823 Madison shall be dedicated for a car sharing service, if IHDC and a car sharing service have established that the demand exists for two cars. IHDC shall at a minimum make a concerted effort to establish one car sharing vehicle within the first six months of opening and if the demand exists, two car sharing vehicles within 18 months of opening.

b. During such times as the percentage of residential units with tenant vehicles is less than 60% (31 vehicles) IHDC shall open and designate parking spaces for use by the general public (e.g. the commercial customers and guests) within the parking lot at 823 Madison. The spaces opened up for public use shall be proportionate to the number of spaces not needed for residents.

c. IHDC will comply with existing Village requirement to notify prospective tenants of the Village's On-Street Overnight Parking Ban and advise tenants that private IHDC parking may not be available, due to current demand, and no more than one private parking space is available per unit, if and when they may be available.

d. In the event that the percentage of residential with tenant vehicles is greater than 60% (31 vehicles) IHDC shall petition the Village for creation of additional On-Street Overnight Parking Spaces on Grove adjacent only to their building and/or parking lot.

2. The parking demand generated by the commercial space will be evaluated by IHDC and a report provided to the Village upon leasing of commercial space and six months following the opening of such commercial space. In the event that a full service restaurant is opened, IHDC will make its best efforts upon opening of such a restaurant to obtain off-street evening parking through an agreement with neighboring property owners (e.g. Chase Bank) for after-hour use of private parking.

Housing: Tammie Grossman, Housing Programs Manager

The Need The Village of Oak Park does have a need for additional affordable one bedroom units with supportive

services. In 2010, the Village hired an outside consultant to update the Village of Oak Park's Analysis of Impediments to Fair Housing (AI). One of the findings of the AI was that there was a lack of affordable accessible housing for persons with disabilities in Oak Park. The Oak Park Housing Authority's waiting list for Mainstream Vouchers (vouchers for persons with disabilities) has 31 single households that have an Oak Park residency preference on the waiting list and there are 206 single individual households with a residency preference on the 2004 regular waiting list. Many of those individuals would be eligible to be housed in the Interfaith Development.

For residents with mobility related disabilities, it is very difficult to find accessible rental housing in Oak Park. Over 85 % of our multi-family housing stock was built before 1978. Many of our rental buildings are without elevators and fully adaptable housing units. The Interfaith Development will be fully accessible to persons with mobility impairments and will have units that will be adaptable for persons with disabilities. Additionally, many persons with other forms of disabilities will benefit from the supportive services that will be provided on site to residents at the Interfaith Development.

On September 7, 2010, the Housing Programs Advisory Committee (HPAC) provided a Report on Affordable Housing Strategies. HPAC's report specifically states the Affordable Housing Report should be read in combination with the updated Consolidated Plan 2010-2014. HPAC's report was a series of strategies that the Village Board of Trustees could consider implementing. The Report was presented to the Board on September 7, 2010, at which time the Board felt it needed more time to review the Report. The Report should not be considered an official statement of Village strategies. At the time of HPAC's report, Interfaith's application had not been filed. However, HPAC was aware of the project and listed it as a proposed project. HPAC did not comment on the project in the Report other than to state its existence.

The Consolidated plan on pages 34-37 provides an overview of the housing problems faced by renter households. The Consolidated plan finds that almost 83% of small low income renter households have a housing problem. The Consolidated plan finds that the majority of low-income renters are cost burdened and would benefit from improved economic opportunities. Additionally the report states that these households need supportive services such as education and job training.

Additionally, the Oak Park Township with the support of the Village of Oak Park and the Oak Park Residence Corporation commissioned a market study to determine the need for additional Senior Housing in the Village of Oak Park. The Market Study concluded that there is an unmet

need for additional 40-49 units of senior housing targeted to one person households earning between 30% of the Area Median Income (AMI) (\$15,800) and 50% of the AMI (\$26,300). While the Interfaith Development is not directly targeting senior citizens, there would be no reason why those residents could not reside in the building. Many of the senior households would benefit from supportive services such as budgeting help and other types of supportive services.

The Village of Oak Park was exempted by the Affordable Housing Planning and Appeals Act from producing an Affordable Housing Plan. A community's status based on the Affordable Housing Planning and Appeals Act does not prevent a developer from obtaining funding from the Illinois Housing Development Authority to build affordable housing in an exempt community. It is not a statement of unmet housing need. The Act simply exempts communities from providing the State with an affordable housing plan where the percentage of rental units affordable to households with incomes below 60% of the Area Median Income combined with the for-sale units affordable to households earning below 80% of the Area Median Income at the time the calculation was made equaled at least 10% of the community's total housing stock. The calculations were performed at the height of the housing market. It is not a current statement of unmet need. It is unlikely that the percentages are even a current indicator of a community's percent of affordable housing. New calculations will be made once the 2010 census information is made available. The Planning and Appeals Act is not relevant to the current Interfaith Development.

Expanding safe and affordable housing options in communities, such as Oak Park, with high economic opportunities is a good use of public funds. Fifty-one units of affordable housing in a high opportunity area such as Oak Park is not imposing a concentration of poverty in one geographic area. Rather it is expanding the economic opportunities of lower-income persons since they are able to live in a community that they otherwise could not afford. The Interfaith Development allows low wage earners working in Oak Park to live in Oak Park. Additionally, the Interfaith Development will be available to senior citizens looking to downsize from their home but earn too much to live in Oak Park's subsidized housing. The Interfaith Development will be available to adults with disabilities currently living with their parents who cannot afford private housing and need on-site services. The Interfaith Development will allow residents to develop a sense of community that would not be present if they resided in scattered site housing. It is also more efficient for Catholic Charities to provide services on-site to a group of individuals rather than having those individuals dispersed through out the community in non-rent controlled rental units.

Parking One of the recommendations that came out of the Analysis of Impediments to Fair Housing was that the Village consider amending its zoning ordinance to ease parking requirements for affordable housing developments serving special needs populations. The Village's current zoning ordinance regarding parking requires that one bedroom units have 1.25 parking spaces. More flexible parking requirements would reduce housing development costs. Developers would not have to request a variance which would increase their costs by potentially requiring a parking study and subjecting the developer to neighborhood disapproval because the development does not meet the zoning requirements.

The Corporation of Supportive Housing in Chicago provided the following information:

The *Indicators of Housing Quality* of the most recent (2005) American Housing Survey shows that overall roughly 8.5% of the households surveyed do not own a car. However, only 3% of owner-occupied households don't own a car compared to 20% of renter-occupied households. When household characteristics are factored, 27% of renter-households below the poverty line do not own a car. These figures are supported by the most recent (2001) National Household Travel Survey (*Percent and Characteristics of Zero-Vehicle Households*) that shows 20% of households with incomes under \$25k (regardless of tenure) do not own a vehicle. Nearly 18% of all renter-occupied households – regardless of income – do not own a vehicle.

In transit rich communities such as Oak Park, we should be encouraging persons to utilize public transportation alternatives. Housing developments similar to the Interfaith Development support a reduction in the parking requirements. The developments are as follows:

The Oaks – 76 one bedroom units – 50 spaces (19 spaces are leased to a neighboring condominium association, so they use 31 spaces for the Oaks Residents only and routinely have between 5 and 10 vacant each night) Equivalent to .45 spaces per one bedroom unit

Ryan Farrelly House – 21 one bedroom units – 20 spaces (only 10 of those spaces are used on a regular basis) Equivalent to .95 spaces per unit but half of those units are not being used.

Allowing a parking variance in this situation makes sense given the income level of the residents and the probability that they will not have cars. The Center for Neighborhood Technology in its recent study, *PennyWise Pound Foolish*, (March 2010) estimates that a household living in a transit rich community can save as much as \$3,110 by not having a car and using public transportation. The Village of Oak Park, as a "location efficient" community should encourage use of public transportation by allowing reductions in parking requirements. Interfaith Development Corporation has

agreed to pursue conversations with I-GO about putting a dedicated car in the lot for residents use.

Sustainably: K. C. Poulos, Sustainability Manager

The request for relief from the height requirements is reasonable in that the request is only for 5.5 feet, and only for a portion of the building. The winter shadowing does affect the apartment building to the northwest, and three single family homes to the north, but only for a few hours each day.

The request for an increase in density is reasonable in that it does not exceed the norm for that neighborhood and is offset by the request for relief from the parking requirements. In other words, 51 residents with restricted incomes will not mean 51 or more additional cars. From a sustainability standpoint, this type of Transit-Oriented Development [TOD] relieves the pressures of parking, emissions and street wear-and-tear, and encourages the use of public transportation, walking and biking.

Based on the Phase I ESA conducted at the sites, in which Underground Storage Tanks [USTs] and hydraulic lifts were present at both sites, it is recommended that a Phase II site investigation be conducted to determine if a release of petroleum or PCBs occurred. Also, it appears that at least two USTs remain on the properties. They may have to be removed or registered with the state; either way, the demolition timeline likely will be longer than predicted. Finally, site surveys should be conducted to determine the presence of lead paint, radon and asbestos (not only on the water pipes but in materials like the vinyl flooring as well). NOTE: A Phase II will be conducted pending approval of the application, prior to building permit issuance.

Exterior Lighting Plan: It is recommended that the use of metal halides be revised to incorporate LEDs or cold cathodes instead.

The landscaping should include bioswales (low vegetated ditches that carry and filter storm water) at the parking lots, if space allows. All plantings should be native to the area to support the local insect and bird populations.

Recycling bins will be available for tenants and retail; however, I suggest the development manager consider offering training to both tenants and retail occupant to ensure full understanding and participation in recycling.

Although there is a bike room for tenants, I would also recommend bike racks be placed along Grove Avenue or in the parking lot for employees and retail customers.

This appears to be the first low-income, multi-family renovation seeking LEED certification – this development will add to Oak Park's reputation as a forward-thinking community committed to sustainability on many levels: transit-oriented development, low-impact environmental measures and housing diversity. Therefore, from a sustainable community standpoint, approval of this development is highly recommended.

Police: Chief Rick Tanksley, Police Department

The Police Chief and his staff reviewed the Interfaith Hous-

ing Application and stated that the Police Department can not discern any issues that would prohibit them from not supporting this initiative. If, in the future there are any public discussions on this matter the Chief will ensure a Department representative will be present to answer any public safety questions.

Business: Loretta Daly, Business Services Manager

In anticipation of the Planned Development review of Interfaith Housing Development Corporation's proposal by the Plan Commission, staff has reviewed the Retail Assessment which was developed by STS Real Estate Partners on behalf of the applicant. Comments below are based on staff's assessment of the commercial space only, and do not reflect an opinion of the housing component of this project. Staff has made a number of observations regarding the proposed commercial component of this development, and have developed a number of recommendations to be considered by the Plan Commission.

The IHDC proposal calls for the inclusion of 5,233 square feet of ground level commercial space fronting along Madison Avenue. The development site is in a commercial zone and such uses as retail, service, office, and restaurant are appropriate. The Madison Street Corridor plan developed in 2006 calls for a mixed use development with commercial space on the first floor and residential or office above to maintain the commercial feel of the corridor. The addition of commercial space to this development is consistent with the Madison Street Corridor Plan and should be encouraged. It should however be noted that a number of challenges to successful tenant recruitment exist, and as such careful planning of these efforts is required.

The following are staff's observations and recommendations for consideration by the Plan Commission:

1. A detailed examination of the demographic data provided gives a clear and accurate reflection of the Oak Park market from a demographic perspective; and in general correctly identifies the factors that are unique to this physical site from a commercial recruitment perspective.
2. The Market Retail Value Analysis is consistent with comparables in the area and a target lease rate of \$15 – 18 SF is feasible.
3. The compiled list of potential tenants is comprehensive however it does not acknowledge the potential for office tenancy.
4. The target list should be expanded to include all tenancies that are zoning eligible as the widest recruitment net should be cast.

After the on-street parking credit, this commercial development requires 9 parking spaces immediately adjacent to the development site. While staff acknowledges that the required parking spaces can be found on street in close proximity to the development site the lack of dedicated parking for both customers and employees could

add to the challenge of successful retail recruitment.

1. As the development matures the usage of the parking lot to the West should be monitored to determine if employee parking can be assigned in this lot. Business Services agrees with the recommendation of the Parking Division which utilizes a 60% or below usage threshold for this lot by the residents to trigger these discussions.

2. Staff would recommend that active negotiations with neighboring property owners begin immediately in an effort to secure off site employee parking to assist in recruitment efforts.

Staff concurs with the Retail Analysis conclusion that the successful leasing of this space has challenges; however we do recommend moving forward with the plan as presented including the development of the commercial space. We would make the following recommendations regarding commercial recruitment efforts:

1. A detailed marketing plan for commercial recruitment should be developed including the development of outreach efforts to non-retail users such as profession service providers and office uses.

2. Acknowledging the potential leasing challenges of this space a plan should be developed to address the potential for "dark" space along the corridor if initial leasing efforts are not successful. Plans can and should include temporary uses and displays as well as the use of window screening to soften the vacancy.

3. Staff recommends the development of a site specific marketing sheet highlighting the assets that this site enjoys including – high traffic counts, new development on the South side of Madison, development potential at Oak Park Ave and Madison, institutional daytime traffic, and the historic renovation of this property.

Attached for review by the Plan Commission is the Madison Street Retail Strategies Report developed by 4Insights.

Commission Reviews:

The **Madison Street Coalition** has met and reviewed the planned development application. They have provided a memorandum to the Plan Commission indicating the proposed development meets the intent of the Madison Street Corridor Plan.

The **Historic Preservation Commission** has met and reviewed the proposed development. They have issued a memorandum relative to their support of the application.

The **Public Art Advisory Committee** has met and reviewed the proposed art which is intended to satisfy the Compensating Benefit as required by the Zoning Ordinance. They have provided a memorandum indicating their acceptance of the proposed art.

The **Housing Programs Advisory Committee** has met with the applicant and will be issuing a memorandum after their meeting on December 15th.

The **Universal Access Commission** has met with the applicant and may provide a written statement. As of this writing, confirmation could not be made.

The **Oak Park Development Corporation** met with the applicant and will be forwarding a memorandum of their analysis of the project.

Board of Trustees' Referral

The Village Board referred this application to the Plan Commission at their November 22, 2010 Special meeting. The Village Board suggested to the Plan Commission that they should consider review by other commissions, such as the Universal Access Commission, Community Relations, Community Design Commission, Housing Programs Advisory Committee, and Historic Preservation. Members of the Village Board felt the need for the Plan Commission to pay attention to the Retail analysis section of the application. Some Trustees felt that the PC should consider whether or not first floor commercial is appropriate or valid for this development. The Board also wanted the Plan Commission to recognize the negativity that has been stated in the community relating this development to CHA Housing and believes it should not be allowed to percolate in the public hearing process.

Recommendation:

Based on the details in this staff report, the district and village-wide plans, the Applicant's planned development application as reviewed through the Project Review Team process, staff supports this application, but asks that the Plan Commission further investigate those issues raised in this staff report.

End of Report

Copies:

Plan Commission Attorney, Jacob Karaca—Klein, Thorpe, Jenkins, LTD
Ray Johnson, Village Trustee / Commission Liaison
Jim Kelly, CIC Chairperson / Commission Liaison
Project Review Team

Staff Technical Review Team — Department Representation

Building and Property Standards (Building, Property Standards, Administration)
Planning and Community Development (Planning, Zoning, Historic Preservation, Administration)
Fire Department (Fire Prevention)
Health Department (Environmental Services)
Police Department (Administration)
Public Works (Engineering, Forestry, Refuse/Waste, Administration)
Business Services
Parking Administration
Village Clerk

**Additional Information Requested by the
Plan Commission from the Applicant**

Memorandum

To: Craig Failor, Village Planner
From: Cara Pavlicek, Interim Manager, Parking and Mobility Services
CC: Tammie Grossman, Housing Services Manager
Loretta Daly, Business Services Manager
Date: 2/28/11
Re: Supplemental Response: 820 to 823 Madison Street: Interfaith Housing Development Corporation Planned Development Application

At the request of the Plan Commission, the following supplemental report is provided relative to the Planned Development Application submitted by the Interfaith Housing Development Corporation (IHDC) for the redevelopment of the "Comcast Building" located at 820 W. Madison and the associated off-street parking lot at 823 W. Madison relative to parking.

Shared Use of IHDC Private Parking Facilities for Both Residents and Commercial Tenants

At the Plan Commission meeting of February 17, 2010, Commission Members advised that IHDC had presented a parking option to the Planned Development Application which would provide for daytime use of the IDHC parking lot by commercial tenants of 820 – 823 Madison and their customers consisting of seven spaces within the parking lot adjacent to Grove Avenue. The concept of "shared parking" within the off-street lot is positive and consistent with the direction the Village is taking in regards to management of the parking system by establishing parking regulations that facilitate users with different peak hours of parking demand sharing some of the same parking spaces. By allowing for and encouraging shared parking, the required number of parking spaces for mixed use developments can be reduced, especially when there is a mix of uses on a single site.

Consistent with the Staff Review presented to the Commission associated with the December 16, 2010 meeting packet, it is recommended that the the Alternate Parking Plan submitted in the Planned Development Application under Table 2, page 5 of the Traffic Impact and Parking Study dated August 9, 2010, be accepted with the following conditions (No. 2 has been modified to address the shared parking option):

1. The 32 off-street private parking spaces proposed for the 51 residential units is acceptable, subject to:
 - a. Within these spaces, two spaces located in the off-street lot at 823 Madison shall be dedicated for a car sharing service, if IDHC and a car sharing service are establish area demand exists for two cars. IDHC shall make an effort to establish one car sharing vehicle within the first six months of opening and two car sharing vehicles within 18 months of opening.
 - b. During such times as the percentage of residential units with tenant vehicles is less than 60% IHDC shall open and designate parking spaces for use by the general public (e.g.

the commercial customers and guests) within the parking lot at 823 Madison. The spaces opened up for public use shall be proportionate to the number of spaces not needed for residents.

- c. IDHC will comply with existing Village requirement to notify prospective tenants of the Village's On-Street Overnight Parking Ban and advise tenants that private IDHC parking may not be available and no more than one private parking space is available per unit.
 - d. In the event that the percentage of residential with tenant vehicles is greater than 60% IHDC shall petition the Village for creation of additional On-Street Overnight Parking Spaces on Grove adjacent only to their building and/or parking lot.
2. The parking demand generated by the commercial space will be evaluated by IHDC and a report provided to the Village upon leasing of commercial space and six months following the opening of such commercial space. In the event that a full service restaurant is opened, IHDC will make its best efforts upon opening of such a restaurant to obtain off-street evening parking through agreement with neighboring properties (e.g. Chase Bank) for after hour use of private parking. In addition, the Shared Parking Option presented verbally by IDHC to consist of daytime use of up to seven spaces in the off-street parking lot (accessible from Grove) by Commercial tenants and their customers is acceptable and should be incorporated into the Alternative Parking Plan.

Village Parking Lot 116 at the northeast corner Oak Park Avenue and Madison

Currently, the Village operates a permit parking lot at the northeast corner of Oak Park Avenue and Madison with the following users.

1. Fenwick High School: The Village has a License Agreement with Fenwick High School for Student Parking Permits that permits use of approximately 100 spaces within the lot from 5 a.m. to 11 p.m. seven days per week. The License Agreement contains a 30 day termination clause that protects the Village's right to end the contract. Permit are sold for \$160/\$240 per year based upon resident/non-resident status. The Village sells a total of 265 "S4" parking permits to students from Fenwick for parking in the following locations:

2.

Pleasant St (northside) from East Avenue west to alley
Pleasant St (northside) from Scoville west to alley
Pleasant St (northside) from Elmwood west to alley
Pleasant St (southside) from Wesley west to alley
Pleasant St (southside) from East Avenue east to alley
Pleasant St (southside) from Scoville east to alley

Randolph St (northside) from Euclid east to alley
Randolph St (northside) from Wesley east to alley
Randolph St (northside) from Scoville west to alley
Randolph St (northside) from Scoville east to alley
Randolph St (northside) from Elmwood east to alley

Randolph St (southside) from Euclid west to alley
Randolph St (southside) from Wesley west to alley
Randolph St (southside) from East Ave east to alley
Randolph St (southside) from Elmwood west to alley

Washington Blvd (northside) from East Avenue west to alley
Washington Blvd (northside) from Scoville west to alley
Washington Blvd (northside) from Elmwood east towards alley
Washington Blvd (southside) from East Ave west to Scoville

Washington Blvd (southside) immediately east of Scoville
Washington Blvd (southside) immediately west of Elmwood

Adams (northside) from Clarence west to alley
Adams (northside) from Gunderson west to alley
Adams (northside) from Elmwood west to alley

Lot 116 at the NE corner of Madison and Oak Park Avenue

3. Oak Park Arms: The Village has a License Agreement with Oak Park Arms that permits use of 25 day time parking permit within the lot from 7 a.m. to 6 p.m. seven days per week for employees of the Oak Park Arms. Permits are sold for \$142/\$174 per quarter based upon resident/non-resident status. The License Agreement contains a 30 day termination clause that protects the Village's right to end the contract.
4. Dombrowski Tree Farm: The Village has a License Agreement with Dombrowski Tree farm for use of approximately 24 parking spaces for a six week period annual between Thanksgiving and December 24th for the sale of Christmas Trees. The Agreement provides for fees and charges to be paid to the Village of \$2,175 annually. The License Agreement contains a 30 day termination clause that protects the Village's right to end the contract.

Each of the License Agreements noted above is set to expire this calendar year and staff recommends the Village consider successor agreements. Currently, we are in negotiation with Dombrowski Tree Farm for a future agreement.

To date, staff has not recommended the establishment of any resident overnight parking in this lot, due to the availability of on-street overnight permit parking in the Washington and Madison corridor along with surface lots that provide quarterly permit parking. Further, the property at the northeast corner of Oak Park Avenue and Madison was acquired by the Village to facilitate the property's redevelopment – the property was not acquired for parking and therefore, parking is deemed only a temporary use for the property.

In staff's experience, it is not desirable to offer overnight permit parking to residents in a location that is actively being marketed for redevelopment unless the immediate area provides significant parking alternatives that would be available on short notice (e.g. in the downtown area, the density of off-street public parking affords greater opportunity for temporary residential use of development sites for parking).

In regards to the potential to use Lot 116 for commercial parking purposes, such as parking for employees and/or patrons of potential businesses within the development, the Village could negotiate a license agreement for such use with either Interfaith or directly with a commercial tenant within the development. However, since there is a fixed amount of parking within the Lot at Oak Park Avenue and Madison any agreement would need to establish specific hours of use and consider these hours of use relative to other existing users (e.g. Fenwick and Oak Park Arms). Additionally, staff would recommend that current permit rates apply to any spaces licensed for commercial use.

Existing Overnight Parking Permits in the Immediate Area

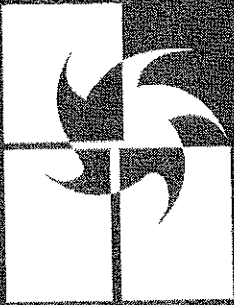
The subject property is located within an On-Street Overnight Parking Area as established by Ordinance with quarterly On-Street Overnight Parking Permits available to residents only who reside in the area bounded by Oak Park Avenue to east of Home and from Randolph to Madison. On-Street Overnight Parking Permits allow for overnight parking, generally from the hours of 10 p.m. to 6 a.m. in select on-street locations within the described area.

March 18, 2011

The Village additionally operates off-street parking lots in the area and sells overnight parking permits for these spaces on a quarterly basis. The chart below lists the On-Street Zone and the Lots along with recent data about the number of parking permits that have been sold:

LOT #	DESCR	STREET	LESSOR	Spaces	2011 Night Rate per Quarter	# Night Q3 '10 Permits Sold	# Night Q1 '11 Permits Sold
Y4	On-Street Overnight Permit Parking Zone for Residents Only	Washington, Oak Park Avenue, Kenilworth, and Grove & Clinton north of Washington	n/a	195	\$95	194	194
63	Chase Bank, northwest corner of Madison Street and Oak Park Avenue	431 S OAK PARK	Chase Bank	11	\$109/\$135	8	5
85	Brooks Middle School, 325 S. Kenilworth Avenue	321 S KENILWORTH	Brooks School	15	\$109/\$135	14	15
100	Clinton Avenue, north of Madison Street	437 CLINTON AVE	VOP	11	\$109/\$135	10	9
71W	West side of Euclid north of Madison	441 S Euclid	VOP	4	\$109/\$135	4	4
71E	East side of Euclid north of Madison	440 S Euclid	VOP	8	\$109/\$135	8	8

Please advise if you have questions or need additional information.



Interfaith
HOUSING
DEVELOPMENT
corporation

219 W. Chicago Ave.
Suite 400
Chicago, IL 60654

Office: (312) 274-8200
Fax: (312) 274-0292

www.ihdc.org

Memorandum

DATE: January 14, 2011

TO: Linda Bolte, Chair, and Members of the Oak Park Plan Commission

THROUGH: Craig Failor, Village Planner, Village of Oak Park

FROM: Team Proposing to Redevelop the Comcast Building

SUBJECT: Follow-Up to Questions and Comments from the January 6, 2011 Plan Commission Hearing regarding Plan Development Application PC10-01

You and several members of the Plan Commission asked us to follow-up on a number of issues. A summary response to each question/issue is provided below. Detailed additional documentation/information is attached as exhibits.

Portfolio of Properties Managed by the Oak Park Residence Corporation See attached list from Ed Solan.

Family Pro Forma See attached pro forma that shows income and expenses for a family development that contains 24, 32 and 40 three-bedroom units. We estimate that we could fit 8 three-bedroom units per floor and that our development would include the same ground floor plan with three stories of apartments. This 24 unit development would be the same height as our 51 unit proposal of one-bedrooms.

The pro forma demonstrates that a four story family development of 24 units would be infeasible. We estimate that we would need to add two additional stories onto our current proposal in order to generate a 40 unit development. This development would need to be 6 stories tall or 81.5'. A six story building would be out of sync with the character of this neighborhood. Moreover, being located on a busy street with limited space to recreate, this scenario would be inappropriate for a large number of children.

and Partners

We estimate that a building containing 40 three-bedroom apartments would house between 130 and 160 residents, which is three times the density of our current proposal. A building of 40 three-bedroom units would require 80 parking spaces under the zoning code, therefore, a larger parking reduction would be needed than in our proposal (48 for families vs. 32 for singles). Additionally, a six story building would require a 31.5' height allowance in contrast to the 5.5' in our proposal.

Meeting with the Transportation Commission We are scheduled to meet with the Transportation Commission (UAC) on January 24, 2011, to discuss the two issues you asked this commission to review: commercial parking located on the street and the possibility of a traffic diverter. The Village Engineer will report back to you the results of this meeting.

If we missed anything or you need further clarification, please let us know.

Attachments: Portfolio of Properties Managed by the Oak Park Residence Corp
Family Operational Pro Forma at 24, 32 and 40 Units

WEESLANGLEYWEESE

02-23-11

Perry Vietti
Chief Operating Officer
Interfaith Housing Development Corporation
219 W Chicago, Suite 400
Chicago, Illinois

Re: Building Height Clarifications

With this letter I am verifying the **New Building Height as follows:**

55"-5"

The revised summary of **New Building Floor to Floor Dimensions** is as follows:

1 st to 2 nd	Existing	15"-5"
2 nd to 3 rd	Existing	14-0"
3 rd to 4 th	New	13"-0"
4 th to Roof	New	13"-0"

Total **55"-5"**

Please note that all PD Exhibits and renderings were prepared to scale, with the above floor to floor and overall dimensions.

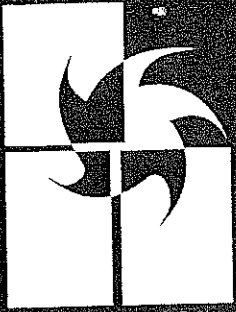
Per Dennis W. Langley

Architect

ph 312 642 1820

fx 312 527 5377

WEESE LANGLEY WEESE ARCHITECTS LTD
9 WEST HUBBARD ST, CHICAGO IL 60610



Interfaith
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Chicago, IL 60654
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www.ihdc.org

Accept on
Record
Jan 6 2011

Memorandum

DATE: January 5, 2011

TO: Linda Bolte, Chair, and Members of the Oak Park Plan Commission

THROUGH: Craig Failor, Village Planner, Village of Oak Park

FROM: Team Proposing to Redevelop the Comcast Building

SUBJECT: Follow-Up to Questions and Comments from the December 16, 2010 Plan Commission Hearing regarding Plan Development Application PC10-01

You and several members of the Plan Commission asked us to follow-up on a number of issues. A summary response to each question/issue is provided below. Detailed additional documentation/information is attached as exhibits.

Turning Radius of the Loading Dock See attached drawing from our civil engineer. It demonstrates that a 21 foot truck can navigate this 25 foot loading dock.

Operational Pro Formas See attached pro formas at 40, 50, and 60 units. This spreadsheet demonstrates that a development smaller than 50 units is not feasible. The commercial component is shown separately.

Unit Mix We are proposing all one-bedrooms because affordable housing for low-income single adults living and/or working in the Village of Oak Park was the need identified by our local partner in this development, the Oak Park Housing Authority.

Meeting with the Household Immediately North of the Site (434 S Grove) We had made several attempts to speak to the owner at 434 S. Grove prior to our initial presentation to the Plan Commission. Since then, the owner has agreed to meet on Thursday, January 6 at 9 A.M.

Meeting with the Universal Access Commission We are scheduled to meet with the Universal Access Commission (UAC) for a second time on January 19, 2011.

and Partners

The UAC will be holding a special session on that night with the Community Relations Commission. This will afford us the opportunity to make a presentation before both groups on January 19th.

Residential and Commercial Parking We have determined that we can restrict 6 parking spaces in the lot for commercial use during business hours with an additional 13 spaces of on-street parking. (See attached site plan)

No Left Turn Sign at the Exit from the Parking Lot As recommended by the traffic and parking engineer, we support the suggestion that cars leaving the parking lot be required to turn right out of the parking lot toward Madison Street. Upon approval by the Village Engineer, we can add this to our drawings.

Additional Examples of Artist Designed Ornamental Attached are more examples of ornamental fencing that are more open and airy than the examples shown in our Power Point presentation. We have agreed to obtain input from the Public Art Advisory Commission on the proposed design, and during that process, we will balance the desire to screen the parking from Madison Street while ensuring that the fencing does not jeopardize safety.

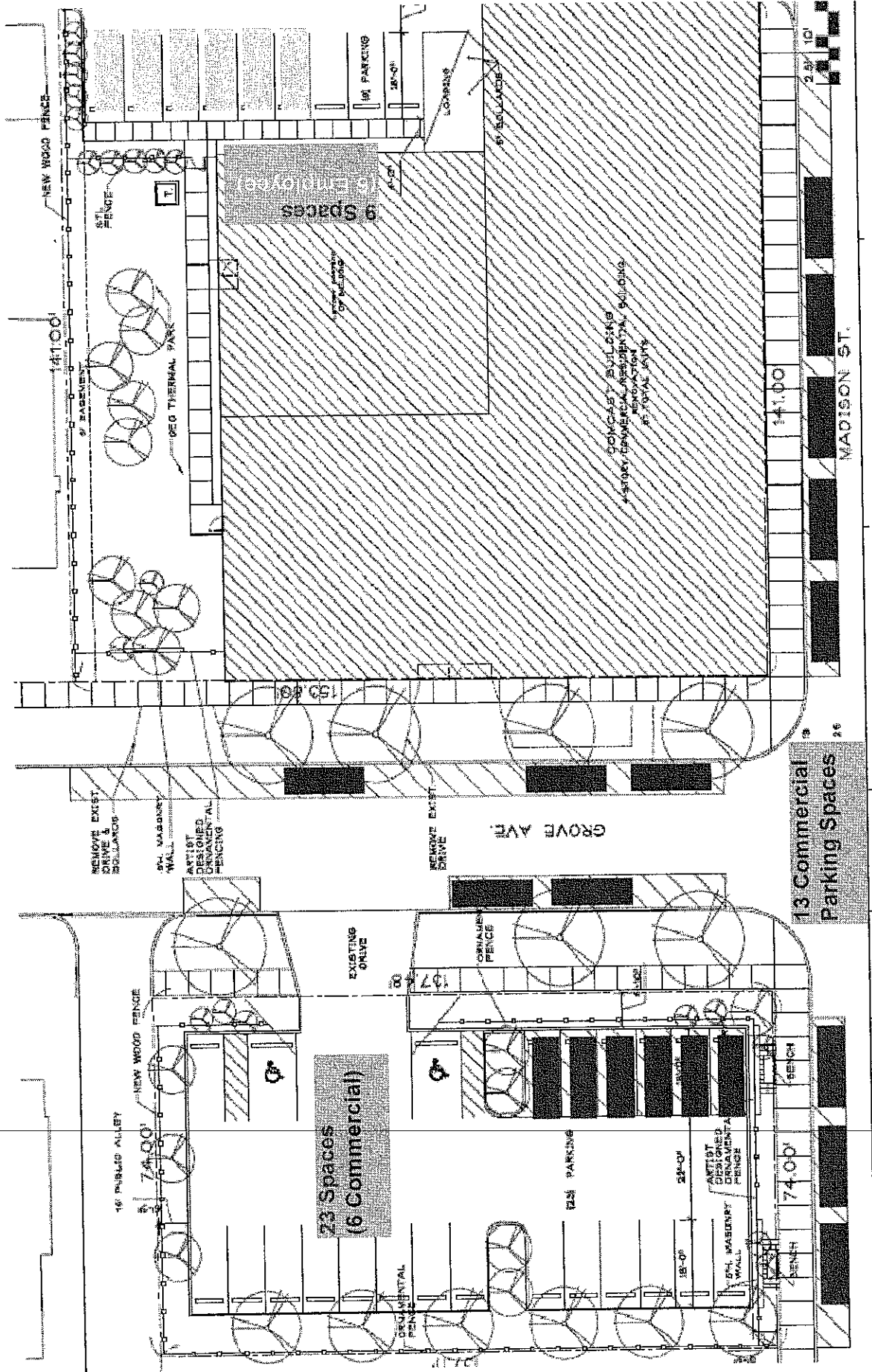
Clarification of the Residency Preference HUD allows the use of a residency preference, provided that it is not a requirement [see 24 CFR 5.655 (c)1]. What makes a residency preference a requirement is generally interpreted by HUD to mean whether someone must live in the community in order to be considered. If this is the case, it is a disallowed requirement.

The Oak Park Housing Authority and its affiliate, the Oak Park Residence Corporation, have significant experience in utilizing local residency preferences at their properties and in their programs. For example, in order to prevent its residency preference from being considered a prohibited requirement, the Housing Choice Voucher Program of the Housing Authority currently allows 1 out of every 10 new participants to qualify without a residency preference. At the Oaks, which is owned by the Residence Corporation, management allows 1 out of every 7 new tenants to qualify without a residency preference.

In addition to HUD, the Illinois Housing Development Authority and Cook County will have some say in establishing a preference system. The details of the residency preference will be worked out in the coming months.

If we missed anything or you need further clarification, please let us know.

Attachments: Drawing Showing Turning Radius of the Loading Dock
Operational Pro Formas at 40, 50, and 60 units
Drawing Showing 19 Spaces for Commercial Parking
Additional Samples of Artist Designed Ornamental Fencing



SITE PLAN
SHOWING:
 19 (blue rectangle) Commercial Parking Spaces
 6 (yellow rectangle) Employee Parking Spaces

Comcast Building
 820 W. Madison St.
 Oak Park, ILLINOIS

WEESE LANGLEY WEESE
 ARCHITECTS
 9 WEST HUBBARD, CHICAGO, ILLINOIS 60604
 T: 312.442.1800 F: 312.277.8377

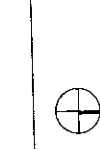
drawn THHK
 checked DWL

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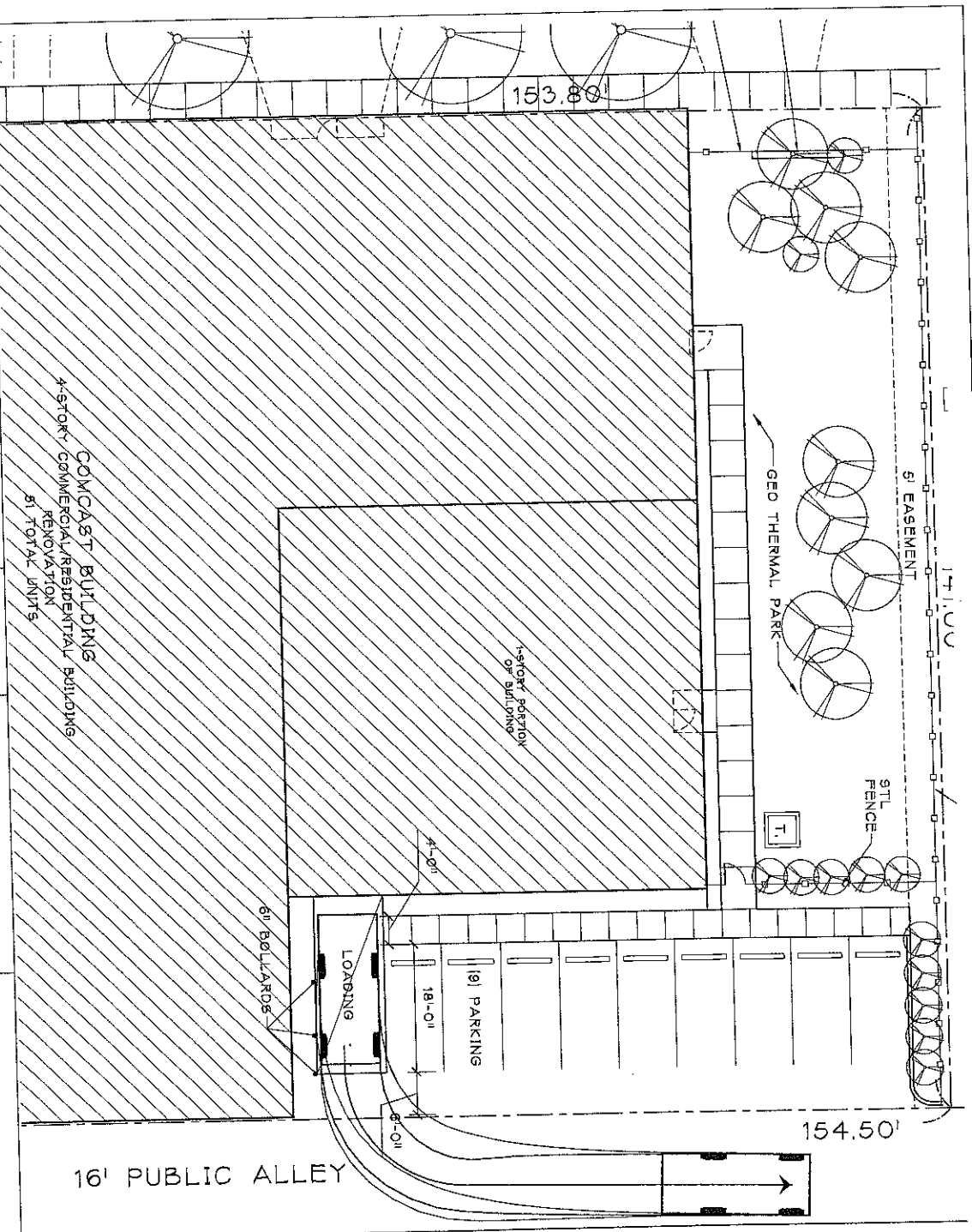
COMCAST BUILDING
 820 W MADISON ST.
 OAK PARK, ILLINOIS

LOADING DOCK DIAGRAM

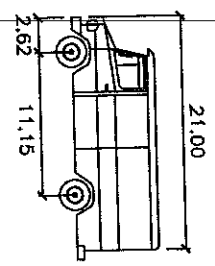


INTERFATH HOUSING DEVELOPMENT CORP.
 200 WEST CHICAGO AVE #400
 CHICAGO, ILLINOIS 60664
 T: 312.277.48200

EX. 20B



Delivery Truck feet
 Width : 8.53
 Track : 8.53
 Lock to Lock Time : 5.00
 Steering Angle : 40.8



Oak Park Comcast Proposal Estimated Income/Expense (Families)

	24 Units	32 Units	40 Units
Revenue			
Rents are based on the 2010 allowable rents for a three-bedroom households with incomes at 50% AMI	281,088	374,784	468,480
Vacancy rates are based on actual vacancies at current developments Interest, fees, laundry etc.	(8,433)	(11,244)	(14,054)
	2,880	3,840	4,800
	275,535	367,380	459,226
Expense			
All variable operating expenses are estimated on actual per unit costs of current developments	7,200	9,600	12,000
Fixed costs are either a) estimates based on building volume or b) lender requirements (some expenses may increase with more units)	36,000	48,000	60,000
First year RE Taxes and Insurance reserves are funded in total at construction completion from equity	12,000	16,000	20,000
	80,000	80,000	80,000
	24,000	24,000	24,000
	128,000	128,000	128,000
	45,000	45,000	45,000
	25,000	25,000	25,000
	7,200	9,600	12,000
	364,400	385,200	406,000
	1,200	1,200	1,200
	(90,065)	(19,020)	52,026
# of Floors	4	5	6
# of Persons Served	90	120	150
	110,000	110,000	110,000
	(98,000)	(98,000)	(98,000)
	(77,971)	(6,895)	64,182

In the event a commercial tenant is not secured by construction completion a reserve of 30 months (\$275,000) would be established from equity.

Taxes and Insurance are shown as an expense of the housing at 100%

Oak Park Comcast Proposal Estimated Income/Expense

Revenue

Rents are based on the 2010 allowable rents for single headed households with incomes at 50% AMI

Vacancy rates are based on actual vacancies at current developments Interest, fees, laundry ect.

	40 Units	50 Units	60 Units
Tenant Rents	337,920	422,400	506,880
Vacancy	(10,138)	(12,672)	(15,206)
Misc Income	4,800	6,000	7,200
Gross Operating Income	332,582	415,728	498,874

Expense

All variable operating expenses are estimated on actual per unit costs of current developments

Fixed costs are either a) estimates based on building volume or b) lender requirements

First year RE Taxes and Insurance reserves are funded in total at construction completion from equity

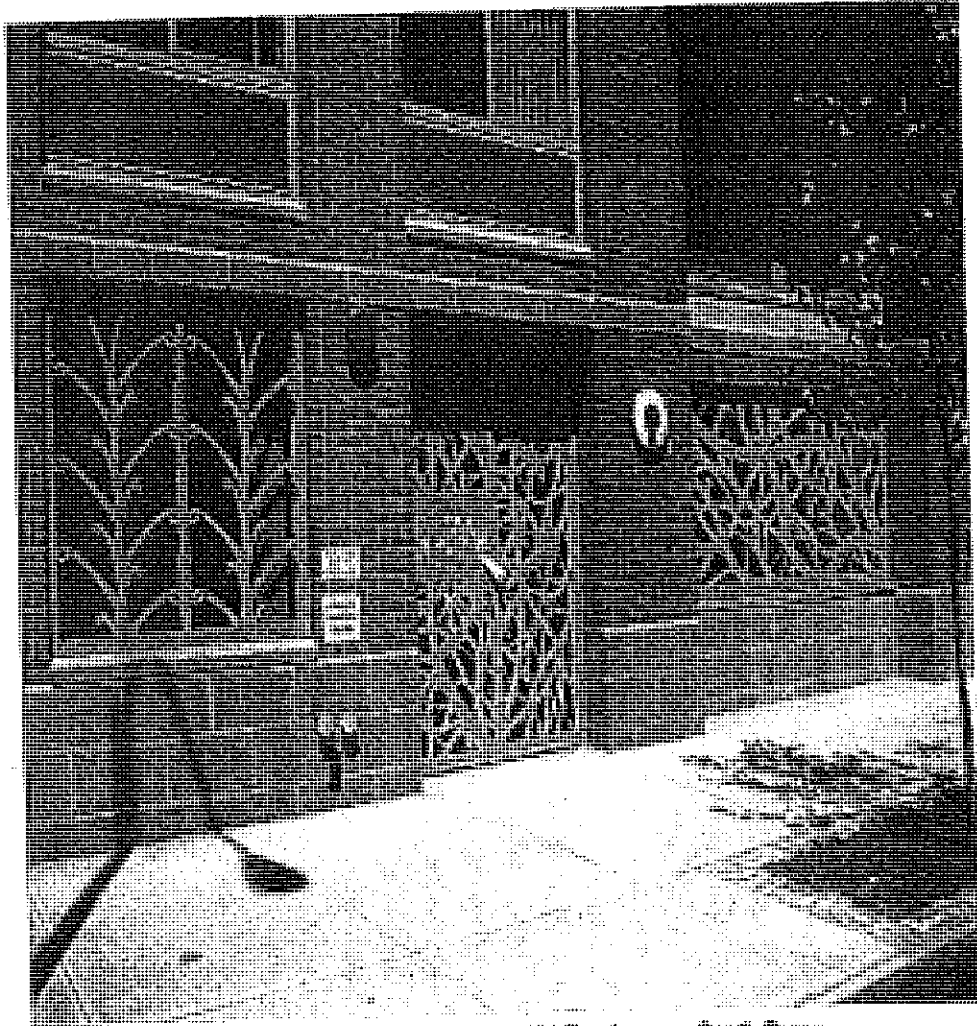
Administrative	12,000	15,000	18,000
Tenant Utilities	36,000	45,000	54,000
Maintenance and Repairs	20,000	25,000	30,000
Administrative	80,000	80,000	80,000
Common Area Utilities	24,000	24,000	24,000
RE Taxes	128,000	128,000	128,000
Building Liability/Property	45,000	45,000	45,000
Maintenance Contracts	25,000	25,000	25,000
Replacement Reserve	12,000	15,000	18,000
Total Operating Expense	382,000	402,000	422,000
Debt Service	1,200	1,200	1,200
Net Rental Income/Loss	(50,618)	12,528	75,674

In the event a commercial tenant is not secured by construction completion a reserve of 30 months (\$275,000) would be established from equity.

Taxes and Insurance are shown as an expense of the housing at 100%

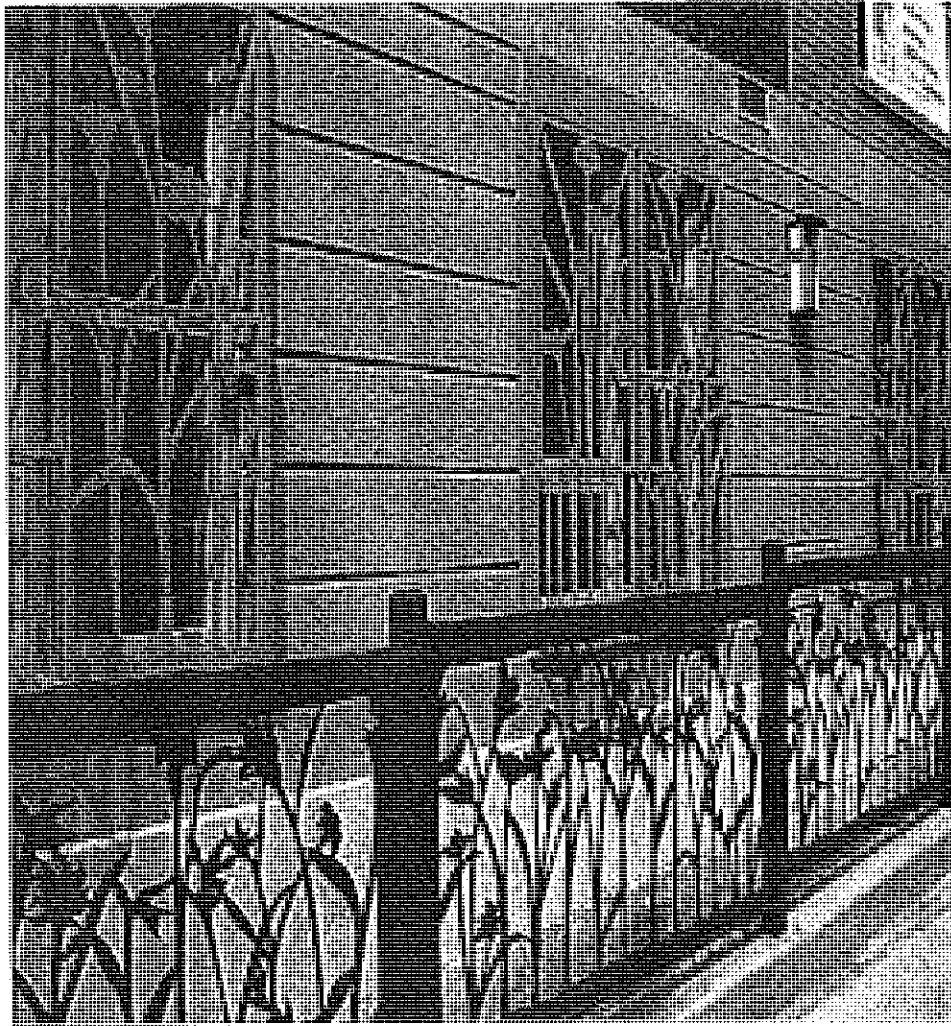
Commercial Income	110,000	110,000	110,000
Commercial Debt Service	(98,000)	(98,000)	(98,000)
Net Total Income/Loss	(38,618)	24,528	87,674

Additional Samples of Artist Designed Fencing



Windowguards, doors, garage opening, 750 Fox Avenue, South Bronx
©Beatrice Coron, 2010

Additional Samples of Artist Designed Fencing



"Wild Flowers", 2008, cut & painted metal, 428 East 156 Street, South Bronx, New York
© Béatrice Coron, 2009

Submitted 2.17.11

Four Issues Requiring Further Clarification

Before I move on to our closing statement, let me discuss the following 4 issues that the Plan Commission asked us to address at this meeting:

- 1) Mr. Lemoncello's concern about the drilling of geothermal wells next to his property
- 2) Mr. Chesney's testimony and spreadsheets;
- 3) Clarification of our process for tenant selection;
- 4) Clarification about statements made with regard to families at this development.

First, I want to address Mr. Lemoncello's concern with regard vibrations during drilling of the geothermal wells that will be drilled off the alley and in the green space in the back of the building. I asked our architect this same question last year when I learned that the geothermal well field was proposed for the green space behind the building. Indie Energy, the geothermal contractor sent us a letter that I am sharing with you that states that their drilling does not cause vibrations. This same contractor drilled the wells at the Walgreen's across from our site and they drilled the wells at our recently completed development in the City of Chicago. In both instances, we inquired with the neighbors immediately across the alley from each of these sites and they reported no vibrations from the drilling of these wells. The two neighbors immediately across from Walgreens stated that the vibrations occurred only when a bank vault was removed during demolition that the general contractor struggled to remove.

The three remaining issues all relate to our experience as developers of affordable housing and the factors we base our estimates and the level of risk we are willing to take when evaluating any project.

Interfaith Housing, the Oak Park Housing Authority, and Catholic Charities would not be before you tonight unless we were confident that we could achieve all aspects of the project that we have discussed at numerous public presentations throughout Oak Park. We are very deliberate about our work. Interfaith analyzed the site, developed spreadsheets, and met with the Oak Park Housing Authority and Catholic Charities many times before we went public with our proposed project. Our first meeting with the neighbors (the Neighbors for Madison Renewal) occurred on June 5, 2008 at 529 S. Oak Park Avenue.

We have assessed the feasibility of this project for more than three years. We know how to estimate our projected operating costs for this development. Mr. Chesney makes very optimistic assumptions about the expenses for the building, particularly with regard to the property tax expenses. Interfaith has been developing successful properties for almost 20 years while the Oak Park Housing Authority and the Oak Park Residence Corporation have been operating these types of buildings for over 50 years. We are very familiar with the assumptions our lenders ask us to make in our spreadsheets. We also know, as does our commercial agent, that no commercial tenant will agree to pay more than their pro rate share of their property taxes. None of our lenders would accept Mr. Chesney's assumptions. In the highly unlikely event this development generated additional income, our public funders would require that these funds be returned to them or ploughed back into the building. Finally, Mr. Chesney retracted some of his statements in his electronic message addressed to you dated February 4th.

Secondly, we know how to develop tenant selection plans that ensure that the population targeted by our local partner will be served. Unfortunately, my mention of the Oak Park

Housing Authority's Housing Choice Voucher (formerly know as the Section 8 program) waiting list has caused confusion. I simply mentioned this list to demonstrate that the need for this type of housing currently exists in Oak Park. I never intended to convey the notion that we would using that waiting list once the building was completed. Let me be clear that we will **not** be using the Oak Park Housing Authority's list. In fact, about six months before the building opens, we will advertise throughout the Village of Oak Park to create a project specific waiting list. This waiting list will be established only for this building. The criteria and preferences established will be based upon the tenant selection plan that will be approved by the Illinois Housing Development Authority. The partners in this development will ensure that the tenant selection plan will require that a substantial majority of the residents of this development will live and/or work in the Village of Oak Park. By drawing primarily from persons who live and/or work in the Village of Oak Park, we will ensure that the residents of the building will reflect the current racial and ethnic mix of our community.

Third, I want to clarify statements I have made with regard to families and this development. I have always said that this project site is not desirable for children. The building sits on a very busy street (Madison) that affords children very little space to play safely. This statement was never meant to infer that the 400 block of Grove was an unfit place to raise children. If the Oak Park Housing Authority had come to us and asked us to serve low-income families, we would **not** have settled on this particular site.



1020 CHURCH STREET
EVANSTON, IL 60201
WWW.INDIEENERGY.COM
INFO@INDIEENERGY.COM

Submitted
2.17.11

February 16, 2011

To: Dennis W. Langley
Weese Langley Weese Architects LTD
9 W. Hubbard Street
Chicago, Illinois 60654

From: Rob Olden, LEED AP
VP of Engineering
Indie Energy Systems Company
1020 Church Street
Evanston, Illinois 60201

To Whom It May Concern:

Using state of the art equipment operated by skilled drillers licensed by the State of Illinois, Indie Energy Systems Company has completed over 30 geothermal projects, totaling several hundred boreholes, in close proximity to neighboring residents and businesses. In this time we have not received a single complaint about vibrations from our construction.

The Indie Energy Systems Company drilling technique utilizes "down-the-hole" tooling that contacts the soil and earth at the base of the hole. The tooling oscillates with a stroke of roughly 2.5-3" to break up the soil at the bottom of the hole. Therefore, these small oscillations originate below grade and must transmit through clays, water, and sands to be felt at grade. Our drillers cannot feel vibrations under their own feet with the rig just a few feet away.

One of many projects completed by Indie Energy Systems Company was the 27 vertical borehole system constructed at Garret Evangelical Theological Seminary in Evanston. The 27 boreholes were drilled to 650 foot depths just 100 feet from this 100 year old, three-story stone building. Furthermore, there is an underground tunnel housing the Northwestern steam piping system. This tunnel surrounds the building and was within the vicinity of the drilling. No damage was sustained in either the building or the tunnel. In many projects, boreholes are drilled within 10 feet of existing buildings without issue.

While this data is anecdotal in nature, it represents feedback from well over 50 years of combined drilling experience and dozens of projects with Indie Energy drilling technology.

Please do not hesitate to contact us if you have any additional questions. A site visit can also be arranged if the customer needs further validation.

Regards,

Rob Olden, LEED AP
VP of Engineering
Indie Energy Systems Company

Plan Commission Minutes

**MINUTES
OAK PARK PLAN COMMISSION
OAK PARK VILLAGE HALL – COUNCIL CHAMBERS
DECEMBER 16, 2010**

**CALL TO
ORDER:**

The meeting was called to order at 7:00pm and the roll called.

PRESENT:

Chair Linda Bolte, Commissioners: Gary Belenke, Mark Benson, Deborah Fausch, Vic Guarino, Gail Moran, Vice-Chair Michael Quinn, Susan Roberts and Steven Rouse

EXCUSED:

None

ALSO

PRESENT:

Craig Failor, Village Planner, Mr. Jacob Karaca, Klein, Thorpe & Jenkins, LTD. Special Counsel

APPROVAL OF MINUTES: November 18, 2010

A motion was made by Vice-Chair Quinn and seconded by Commissioner Moran to approve the minutes of November 18, 2010 per corrections.

All in Favor: Aye, Opposed: Nay – So moved.

PUBLIC HEARING(S)

PC 10-01; Interfaith Housing Development Corporation (820-832 Madison Street and 436 Grove Street); The applicant requests Planned Development approval for a 51-unit four-story supportive housing development with zoning allowances.

Chair Bolte welcomed everyone in attendance. She announced that our Village Attorney, Mr. Dick Martens had to recuse himself for this project. Mr. Jacob Karaca, (Klein, Thorpe, Jenkins LTD), will be representing the village plan commission during these proceedings. Attorney Karaca asked each member of the Commission if they had any conflict of interest or if they believed they could render a fair and impartial recommendation. Each answered they have no conflict of interest and that they could render a fair and impartial recommendation.

Chair Bolte asked Village Planner Failor if the notices were conducted as required by law. Mr. Failor responded with an affirmative answer noting that everyone has complied with all of the requirements, such as certified letters by the applicant, advertisement in a local paper, and the posting of a sign on the subject property.

Chair Bolte announced that there are 8 people who have identified themselves that wish to cross-exam the witnesses of the applicants (7 of the 8 were in attendance).

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Chair Bolte reviewed the procedures, announcing a set order of conduct that needs to be upheld. For those that were not able to submit a cross examination form in a timely manner, Chair Bolte announced that they could submit any questions to Mr. Failor, staff liaison, for the Commission or they may provide questions to any one of the 8 individuals that were approved to cross-examine. She indicated that they only had 5 minutes for testimony. She informed the public that the Commissioners have to listen to audio tapes of those meeting they'll miss and a quorum must be met to conduct business. Mr. Failor will provide notifications of any cancellation of meetings if needed.

Chair Bolte stated that for this evening, we will hear from the applicant, hear the staff report by Craig Failor and have the commission examination of the witnesses. The schedule of events for this public hearing will be as follows:

- Cross-examination of those witnesses who have filed will be held at the January 6, 2011 meeting.
- On January 20, 2011 we will host our regular scheduled meeting, along with testimony by those in favor and those opposed.
- On February 3, 2011, we will have the Commissioners examination of the objectors or any information that wasn't presented before, along with questions for the applicant.
- On February 17, 2011, we will have the summary closing by the objectors and applicants.
- On March 3, 2011, we will have the findings of fact and Commissions recommendations to the Village Board.

Chair Bolte asked Mr. Failor to explain the process for cross-examination and publication. Mr. Failor stated that if you live within 500 feet of the development you were sent a notice of the meeting along with an application form for Cross Examination. An advertised notice was posted in the local paper and on the subject site as well.

Chair Bolte stated that the Plan Commissions has asked several of the other Village Commissions to report on this application. She acknowledged that Mr. Failor had provided the Commission with a checklist sheet to evaluate the current project at hand. This checklist will be made available to anyone who would like a copy.

At this time, Attorney Karaca moved to present the record of applicant proceeding. It was moved by Commissioner Moran and seconded by Commissioner Rouse.

The applicant, Mr. Perry Vietti; COO of Interfaith Housing Development Corporation introduced the team of individuals involved in the project which began 2 ½ years ago. Attorney Karaca had all of the team members stand and be sworn in.

Mr. Vietti presented his presentation via a power point presentation which touched upon the following areas:

- ❖ Overview of the Proposed Development
- ❖ Partners in the Development
- ❖ Zoning allowances Requested
- ❖ Residents of the apartments

- ❖ Commercial Component of the Development
- ❖ Benefit to Oak Park
- ❖ Response to Common Criticisms of the Development
- ❖ Development Timeline

Mr. Vietti reported that the Comcast building was built in 1927 and renovated in 1978 and has been empty since 2008. Mr. Vietti continued with an overview of the proposed development and site plan; presenting a photo show in 1928. He stated that they are committed to restoring the building to its original façade. He plans to cut the building into an L shape with 1 ground floor level... and is planning to make 100% of the heating with energy geothermal; 20% of the site will be landscaped and 10% will be permeable pavers; while aiming towards LEEDS certification. There will be 17 units per floor. They also plan to integrate windows into existing windows and take away a lot of the height from the back of the building, along with a big wall that currently faces the neighborhood to the north. The compensating benefits would be:

- ❖ Public Access Landscaped Areas at Madison/Grove
- ❖ Community Room (use of 1,250 sq. ft. for use by the Oak Park community by appointment at no charge)
- ❖ Permeable Pavers
- ❖ Artistic Fencing

The Commission began questioning Mr. Dennis Langley, the architect.

Questions pertained to a previous mixed-use development with commercial components, which Mr. Langley replied, that he has not built upper levels that support of the 4th floor on an existing foundation. And there was a request for a description of the lighting of the building's exterior.

Mr. Ed Solan began discussing the partnership and ownership of the building. Interfaith Housing will serve as lead developer, the Oak Park Housing Authority will be the local partners, Catholic Charities will serve as the social service provider and the Affordable Housing apartment building will have operational and a management company. A limited partner will be a group of investors, investing cash in exchange for tax credits.

He continued stating that the Oak Park Residence Corporation (OPRC) will serve as manager. The OPRC currently manages 36 rental and condo buildings in Oak Park; along with 6 mixed commercial/residential buildings, Mills Park Tower and the Oaks Ryan Farrelly Apartments.

A question and answer session ensued.

Comm. Quinn – In regards to the first slide – define long term guarantor. Mr. Solan replied that the investor partners will ask for some guarantees (to creditors or the investors).

Comm. Roberts – Do the investors get anything out of it? Mr. Solan replied they receive an investment tax credit – they do get a form of financial return. They will be able to put in cash up front, apply tax credits over a 10-year period.

Comm Roberts: How is the Oak Park Housing Authority funded? Its funded through fees that it derives from the program – self supporting, no funding from the VOP – derived income from the services that it operates from the federal government. The OP Res Corp receives funding from buildings – income stream and management fees, ownership of owned units and 3rd party management.

Comm. Rouse: What if it doesn't get all the funding needed or get in a cash flow problem? Mr. Solan stated that it may have to carry a deficit.

Dennis Langley, architect for the applicant approached the podium and spoke about the zoning allowances that were requested. In the front, a requirement of 3-5 feet is required; the existing building provides 0 feet. The allowance is required due to the addition of the 3rd and 4th floors. The HPC supports the variance.

Mr. Bob Hamilton, traffic engineer for the applicant spoke about residential parking. There are 64 spaces required for residential (1.25/unit) and 32 spaces provided for residential per the parking study. It is compliant with the recommendations of the Oak Park Analysis of Impediments to Fair Housing. He stated other income restricted properties in the Village receive a 50% reduction and that income restricted residents typically cannot afford cars. It is transit oriented designed. LEED certification encourages and provides credit for providing less parking than what the typical zoning ordinance requires. The I-GO car sharing space could be provided as well.

In terms of traffic, due to the mass transit opportunities, there will be a very low level of trips. Morning will not be a concern – just the weekday period – (See Exhibit 5 in traffic report). One concern for the neighbors would be traffic going north from the site onto Grove.

A question and answer session ensued.

Comm. Rouse: What about a diverter? Mr. Hamilton replied, you could do a diverter to go one direction and not the other – the only negative is that it opposes that same restriction on the neighborhood permanently. If you want to limit traffic – you might wait until the building is occupied and if it's a problem – than use the diverter – if it's not a problem, don't worry about it.

The next area of discussion was parking. The anticipation is that it will be less than 50% of units having vehicles (Refer to pg. 6 & 7 in report). The parking anticipated for the retail area is 11 on-street parking.

A question and answer session ensued.

Comm. Benson: How will the lot function? Will it be controlled by a sticker? What restrictions are for that lot? Mr. Solan stated there will be stickers placed on all the vehicles – if it becomes an issue, the cars will be subject to be towed if it interferes with the operation of the building.

Comm. Roberts: Madison Avenue is a snow route – for retail, there will be a time people couldn't park on Madison Avenue.

Mr. Vietti spoke about the Residential parking area of the application. They are providing 32 spaces for residential that is required and the other for retail. The individuals that may live here will not have income for vehicles. The I-GO car sharing has asked us to consider spacing for the I-GO cars. The commercial parking is 9 spaces for every 500sq. ft. We're addressing that on the street, they can certainly use the parking lot, but the lot across from the building is available for parking as well.

Comm. Quinn: Will there be staff on site? Mr. Vietti replied yes, a property manager and 2 others may be on site at any given time.

Comm. Fausch: Why just 1 bedroom? Mr. Vietti replied that the local partner has a need for working poor singles. If you look at more bedrooms, more parking will be required. What made you choose in that footprint 1 bedroom? The way it lays out and how the windows are formatted, it fits nicely. It's 17 on each floor. Were you more interested in the need? There is a tremendous need for all units. It just was deemed placed on the site and the need. If you build 3 bedrooms, you could only build 20 or so. You have to get to a certain amount of rent to operate.

Comm. Rouse: It only works for a 2 bedroom or 3 bedroom – do you have any numbers for that? Mr. Vietti replied, I would like to know.

Comm. Quinn: How did you get to 51 and why 34? Mr. Vietti replied that we started with 5 floors and reduced in order to fit that into the existing building. We were able to come up with 17 and 51 total.

Chair Bolte: Do you have some information or justification to share with us as to why the number of units is the minimal? Ms. Gladys Jordan, President of Interfaith replied, what are driving the 1 bedroom is our partner and the need that was determined. We wouldn't plan on putting family housing where there is a need for larger units. There is not a lot of green space. 3 or 4 bedrooms doesn't lend itself to this amount.

Chair Bolte: We need financial feasibility studies – some information should will be given to support this.

Mr. Vietti discussed the building height. He reported that they need an allowance of 50 feet. The 2 existing floors total 29 feet, 5 inches and there is a need of 14 feet in height for the 2 additional floors. The height of this building is in keeping with the height of other apartments/condos buildings. In this R5/R7 district, HPC supports this variance.

Comm. Belenke: If the additional floors are 15 feet, are you going to keep the ceilings higher. Mr. Vietti replied, the latter, more light will come into the North.

Comm. Moran: Why weren't the top pieces replicated on the side as well as the concrete?
Answer: The existing building is like that. Now all you have is a concrete wall and the same along the back. We will take the brick on the front and lintils and sills on the front. We're adding brick on all elevations in the courtyard.

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With regards to landscaping on Madison, there will be 1 tree and 10 shrubs required for every 40 feet. There is no landscaping with the existing building, need relief of 5 feet.

Comm. Roberts: Can you put parking in landscaped area? Mr. Vietti replied; we would lose landscaping portion and this would be out of compliance.

Comm. Moran: At the northeast corner, where you're asking for relief, there is 1 neighbor that lives behind the property. Mr. Vietti reported that several attempts by letter were sent out to the neighbor. He felt that they could do fencing and/or landscaping for the neighbor. Chair Bolte advised that between now and the next meeting perhaps the neighbor and Mr. Vietti could meet.

Comm. Fausch: Could you speak about the 1st floor portion? Mr. Vietti reported that it would be a green roof with plants that don't need to be taken care of.

The applicant continued his presentation with a discussion about the loading area.

Comm. Moran: Can you show us on the drawing where the loading dock is? Mr. Vietti explained that the loading dock is along the alley with the entrance for residential (See Exhibit 24). The existing wall goes along the alley and deviates where the garage and the property line.

Comm. Belenke: In terms of delivery and access to space of trucks, were there any studies done? Mr. Langley (architect) stated, the requirements are that there will be no blockage. The standard drive (16 ft. drive axis into loading dock). He will provide the actual percentage at a later date. It has direct access into the building.

Chair Bolte called for a 10 minute break at 9:05pm. She announced that before continuance with testimony begins, any person(s) that oppose the project can bring in an expert, etc. and the Commission might have questions for him/her as well.

The meeting reconvened at 9:15pm.

The applicant continued their presentation with the tenant profile information. Individuals have to be at least 18 years of age with a target of someone who currently lives and/or works in the Village of Oak Park. A single adult or a parent with one child under 18 is eligible. This building will serve those that fit the profile – not a group home, independent apartment building. There will be screening of potential residents. Property management will perform verification of income and household size.

Comm. Rouse: Are evictions based on income or acting out? Mr. Vietta replied that if they are violating the building – yes, if not paying rent – yes, if someone is playing their radio loud – we try to have staff work on it. Mr. McGee (Applicant Attorney) intervened and reported that a breach of the house rules is a violation and grounds of eviction. For income violations – we verify income annually – it's a non-renewal process.

Chair Bolte: Will it hold true for violations in court? Is there a checklist of violations? Mr. McGee (Applicant Attorney) replied that the advantage of using year-long lease term only, house rules are specific and can be modified.

Comm. Moran: For clarification – can you give a preference to current residents of Oak Park? Mr. Vietti reported that yes you can; but it has to be run through HUD and we would have to make a case. They want to attempt to serve people to live or work in Oak Park. The demand is tremendous and would be income qualify.

Comm. Roberts: Do you have a problem with added noise and/or with the police? Mr. Vietti replied No. How does this differ from CHA housing? Mr. Vietti replied this is private housing that is publicly funded and other subsidy programs.

Comm. Guarino: Are there any Section 8 vouchers in this development? Mr. Solan replied “No”.

Comm. Belenke: A range of how many out of the 51 units may have children? Mr. Vietti reported that in Chicago, he has 50 units and 2 had children. We cannot discriminate – these are loft style units, not compliant for children.

At this time, the applicant presents the Commercial Component of the development - referring to the proposed first floor plan. It's designed to fit in the footprint, it allows for flexibility. They are trying to create a flexible space for 1 or 2 tenants so that the dominant tenant has 2 entrances or better identity. The development is 2 years from completion.

Comm. Fausch: The most you would have is 2 tenants? Mr. Schultz replied, possibly 3. The marketing plan will expose this opportunity to FedEx, apparel users, etc.

Comm. Rouse: The above retail would need parking? Mr. Schultz stated that they are not long-term parkers – they are in and out.

Comm Benson: The retail summary report says the rating is medium to high risk of failure; the 5 examples of retail would require longer parking..... Mr. Schultz responded that he would have to look at other retail if the above doesn't work.

Comm. Rouse: How about looking at additional potential parking for retail use? Mr. Vietti stated that Chase Bank has overnight surplus parking.

Mr. Solan presented a detailed account of why this development would be beneficial to Oak Park. He discussed the response(s) to common criticisms of the development.

The timeline for this application is as follows:

- Submit planned development application and hearings before Plan Commission and Village Trustees (Fall 2010/Winter 2011)
- Submit Funding Applications – Late 2010 and early 2011
- Complete construction drawings and submit for building permit (Spring 2011)
- Close on financing and begin construction – late 2011/early 2011
- Construction completed and building leased up late 2012

Comm. Roberts: What would happen to the building if you chose not to manage it? Mr. Vietti replied, the agreements that we sign are for 30/40 years.

Chair Bolte: Could several of you speak in general regarding the social services area overview? Ms. Gladys Jordon reported the service provider is Catholic Charities, which links people to services within the community. The leases require that tenants have a service plan that is part of the lease and plan. The tenant is required to manage the plan

Comm. Moran: How big of a risk is it with commercial tenants? Mr. Vietti reported that in talking to the bankers and public funding; he's not allowed to move forward before having someone in the commercial space. He has to have both components locked down on the commercial side to build the building.

Comm. Fausch: Do you have an alternative? Mr. Vietti replied, the Madison Plan said we needed to do it – we're going to make it one way or the other.

Chair Bolte announced that Mr. Failor will speak on the staff report/recommendations including other commission information. Mr. Failor read from the Staff Technical Review Report that he prepared. He discussed the Comprehensive Plan and its 5 goals: Housing, Transportation, Public Facilities and Services, Economic Development and Citizen Participation.

The report outlines the following:

- Planned Development Application
- Property Information
- Analysis
- Compliance with the Zoning Ordinance
- Compliance with the 1990 Comprehensive Plan
- Compliance with the Madison Street Corridor Plan
- Compatibility with Surrounding Land Uses
- Staff Review – which details staff members in the Division of Transportation (Jim Budrick) Village Engineer), Parking (Cara Pavlicek, Interim Pkg. Mgr.), Housing (Tammy Grossman, Hsg. Mgr.), Sustainability (KC Poulos) , Police (Rick Tanksley) and the Business Services (Loretta Daly) division have all provided their observations and recommendations for consideration by the Plan Commission

A question and answer session ensued.

Comm. Belenke: Who owns the lot across the street (between Grove and Carpenter)? Mr. Failor replied, the he believes the lot is still owned by Alex Troyanovsky and being used by Leona's Restaurant.

Comm. Belenke: Since Walgreens has opened, what is the impact? Is it spreading out into the neighborhood, will it impact across the street? Mr. Failor replied that an analysis is not necessary for 6 months from opening.

Comm. Belenke: Is that something Transportation should have analyzed? Mr. Failor stated that once we get their analysis back, we'll know better. The staff report indicates that the

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parking demand should be evaluated by Interfaith Housing and they will make its best efforts to work with Chase.

Commissioners Rouse and Roberts felt that the Transportation, Parking and Housing staff should be invited to the next meeting.

Chair Bolte suggests the receipt of an official request for the following commissions and staff that has yet to weigh in on the application before us. This would include:

- Universal Access Commission
- Community Relations Commission
- Community Design Commission
- Oak Park Development Corporation
- Madison Street Business Association

Chair Bolte announced to the public that any discussion regarding cross-examination or any other questions or comments, should be addressed to Mr. Craig Failor. For clarification, we will do the questions on the staff report first and the applicant who filed their request would go first. The witnesses can take as much time as needed. With the public testimony, it will be 5 minutes and you would have had to sign up. We hope to finish cross-examination on January 20, 2011.

Chair Bolte thanked everyone for coming.

ADJOURNMENT

A motion was made to recess until January 6, 2011 by Vice-Chair Quinn and seconded by Commissioner Rouse. With no further discussion, the meeting adjourned at 11:05pm.

Respectfully submitted,

Andrea F. Mance

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**MINUTES
OAK PARK PLAN COMMISSION – SPECIAL MEETING
OAK PARK VILLAGE HALL – COUNCIL CHAMBERS
JANUARY 6, 2011**

PRESENT: Chair Linda Bolte, Commissioners: Gary Belenke, Vic Guarino, Mark Benson, Vice-Chair Michael Quinn and Steve Rouse

EXCUSED: Commissioners Deborah Fausch, Gail Moran, and Susan Roberts,

ALSO

PRESENT: Craig Failor, Village Planner, Mr. Jacob Karaca, Acting Village Attorney

APPROVAL OF MINUTES: None

PUBLIC HEARING(S)

PC 1.-01; Interfaith Housing Development (820-832 Madison Street & 436 Grove Street) The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed-use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

The meeting was called to order at 7:04pm and the roll was called.

Chair Bolte announced that we are now reconvening the public hearing on the Interfaith Housing Development from December 16, 2010. She informed the public to check the Village website for updates regarding the proposed application. In addition, the applicant has provided a memorandum dated January 5, 2011 of responses that will be posted to the site as well.

Mr. Failor reported to the public and Commission that Mr. Jim Budrick, the Village Engineer will speak tonight and answer any questions regarding traffic issues, etc. Mr. Failor said that he sent a letter to Rick Tanksley, Chief of Police and is currently awaiting a response. HPAC has met with the applicant and will have written material forthcoming.

Vice—Chair Quinn: At the last meeting, there was a discussion regarding a diverter (at Grove). Do you think it's a good idea? Should it be implemented immediately? Mr. Budrick replied that diverters are typically used in extreme traffic conditions, when it impacts a community – there are a number of places in Oak Park that have it; only used when necessary. You're actually moving traffic from one-street to another. In the past, most developers put up an escrow in case of an inconvenience in the neighborhood. We need to test it first to see what impact it would have. Looking at the numbers in the traffic study, I don't see much of an impact. With overall traffic, we like to look back previously – what kind of impact was it in the past, is it going to be better or worse? The Comcast building was there before with a number of employees going in and out every day. They had 24 trucks in the parking lot, coming and going. They had 38 vehicles parked across

the street and customers parking and paying their bills. Mr. Budrick felt it would be a lower impact than before. In his opinion, the diverters are good when you reach a level that is intolerable. When you pass 1000 cars – you look at something to reduce the impact.

Chair Bolte: In reference to new parking and how to divide up parking with commercial and residents, do you see any parking and leaving spaces would be an issue? Would cars pulling in and out, parking coming and going of onstreet spaces pose a problem? Mr. Budrick replied No, even if you look at turnovers, there is no high turnover of cars. You can create the driveway as a right turn only out of the parking lot. It's a positive effect, sort of like a diverter. Mr. Budrick answered no to the second question.

Comm. Belenke: When Comcast had service trucks, did they go up Grove? Mr. Budrick replied no.

With the width of the alley and loading dock – will there be enough room for the loading dock? Mr. Budrick replied yes, a standard delivery truck (20ft.) will be able to fit.

Chair Bolte: Can the Transportation Commission place this item on their agenda? Mr. Budrick replied yes, the January agenda.

At this time, Chair Bolte reviewed the rules and procedures of tonight's meeting. The applicants were sworn in again and the introductions began. She announced the names of the individuals speaking tonight.

Ms. Eileen Higgins, Vice-President of Catholic Charities was asked to speak in regard to her role in the process for the applicant. Ms. Higgins reported that this program is proposing looking at persons of low-income. The kinds of services that are provided will address employment, employment training, educational needs and supportive services that surround individuals that are trying to better themselves. Working on employer contacts is a really big asset as well; along with providing a network of organizations to do employment training. Other social service needs would be what kind of services they need.

Comm. Belenke: Is this particular program for people who already have jobs, what needs might they have? Ms. Higgins replied that persons having part-time employment and limited education with needs for expanded job and educational opportunities.

Comm. Rouse: Do you provide addiction counseling? Ms. Higgins replied, certainly we do. We have a program called Forever Free. It's a recovery program.

Comm. Guarino: The services are not provided on-site? Ms. Higgins replied no.

Comm. Guarino: How many hours would a caseworker be there? Ms. Higgins replied 35 hours per week – we could determine as we go along, if it needs to be adjusted.

Chair Bolte: In your cost and expenses, the caseworker is not part of those expenses? Mr. Vietti replied, the social services area is budgeted from a different account.

CROSS-EXAMINATION

Ms. Joni Strand, 410 S. Grove, questioned Mr. Langley regarding the height of the building. Are there any fire escapes? She wanted clarification about the type of fencing being used, questions on the green roof and loading dock area.

Mr. Langley responded. The two new floors are 13 feet, not 14 for a total of 55.5. On Madison street, fencing will be placed in the back toward the parking lot – same on Grove, set fencing back, off of sidewalk and place on public side of fence. Place benches and masonry very similar to what's across the street at Walgreens. The fencing will be low.

Ms. Strand asked of Mr. Dennis Langley, architect for the applicant, if the entire garden will be fenced. Mr. Langley replied, yes. There will be a wood fence along the north elevation, working with the neighbor to develop a secure gate with green space. Is the green roof on the first floor? No, replied Mr. Langley, it's at the second floor level – the first floor is for ground level landscape. Ms. Strand: What commercial businesses will make deliveries? What inconvenience will this make? Mr. Langley replied that the application shows how the plan (loading dock space) can be used for its intended use. We don't anticipate any large refrigeration trucks. The tenants we solicit will likely be 2 or maybe 3 (no one with a large inventory, etc.) It would be businesses such as Verizon, Cellular One and Subway, deliveries with a standard delivery truck. The space will dictate who the likely candidates will be.

Ms. Strand asked who will be the limited partnership that would be getting the funding together. Will Oak Park Residence Corporation manage it? Will there be funding from government services for this building? Mr. Solan replied. There will be three partnerships together of the limited partnership. Yes, Oak Park Residence Corp. will manage the building. There is no separate funding; the income will come within the form of rents. Catholic Charities will be a separate entity. Residence Corporation (affiliated company with the Housing Authority) will be the experienced property manager for the proposed development. The manager will be paid a fee for managing the building; which will be paid out of the operating income from the building.

Ms. Strand asked how those tax credits assigned and determined to these corporations are used. Mr. Solan replied that low-income tax credits are awarded to particular developments. You have to compete and the most competitive are awarded the funding. You then attract investors to participate and they are the beneficiaries. The three sponsors are not-for-profit – we don't pay income taxes. The money that's received from the credit becomes the equity....

Ms. Strand stated there has to be some kind of tenant profile. To get credits, doesn't it have to be compliance? Is it an annual process? Mr. Solan replied yes. There is a full compliance monitoring with the Illinois Housing Development Corporation. Yes, there are annual cycles for the program.

Ms. Strand asked in terms of tenant profile – have you dealt with tenants who have been evicted because they were not compliant. Mr. Solan replied probably 1%.

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Ms. Strand asked if the goal is to help people move on. Any measures historically – any people who have not renewed within the year – managed to improve things. **Ms. Higgins** replied. There are a number of reasons why people may move away. They may have a relationship and choose to move on. The housing programs are relatively stable. Often times they don't reach very high levels of income. A person who would like to stabilize themselves and remain in there – do so, others on an annual basis. What percentage stay? **Ms. Higgins** replied that in her experience, most of them at 40-45% stay. Would you have a caseworker full-time? No, for 51 people, a case manager will be more independent. This is independent living.

Ms. Strand ask with regard to the Fair Housing Act – how can we assure that we have somebody that can pay the rent. How do we define tenant profile? **Mr. Vietti** reported that the Fair Housing Act essentially states that you can't treat people differently. You have to be low-income and meet the standards. The standard is 50% of the median income (\$26,000) required by capital funding.

Ms. Strand asked In terms of paying the rent, where are you drawing the line so they can meet the payments. **Mr. Vietti** replied that there is a maximum and minimum standard. Anyone with no income will not be able to stay unless they have rent subsidies. We're looking at persons that work or have a disability, you have to have a background check and rent calculation. This is for people that are working and can afford to live here.

Ms. Strand announced that she was unclear on the subsidy issue. **Ms. Jordan** reported that lenders will allow them to target certain populations. The rent as it stands now would be 50% of AMI (area median income); which would be \$704 per month. The calculation using an affordability percentage of the government at 30%.The \$704 includes rent and all utilities.

Ms. Strand asked what services they are providing. **Mr. Solan** replied that the Residence Corporation will be responsible for the maintenance of the building, garbage pick up, paying expenses of the building, leasing the units, etc.

Ms. Strand had questions regarding tenant interviews, are they coordinated with Catholic Charities? **Mr. Solan** stated that the interview process will be members of the development team. They will have representatives on a panel that will screen and determine who will get into the building.

Ms. Strand asked about low-income tax credits, are they available to the state? **Mr. Solan** replied yes, we will make sure they are in compliance with the federal laws and regulations.

Ms. Strand asked what they are going to charge for rent. **Mr. Solan** replied, the fee will be \$704

Mr. Wayne Richard, 428 S. Grove asked questions regarding tenant profile. What kind of influence and what percentage of people from Oak Park will be living in this building? **Mr. Solan** said we will use a local residency preference... it's a standard that developers can use a local preference, but not a requirement. We don't know the ratio today, it's done through Cook County for federal home dollars and each will have some input into

the decision. The potential tenants also have to meet the other requirements, such as previous landlord discussion, criminal background investigation and eligibility terms, etc.

Mr. Richard stated looking at the alley – never saw a truck back into the area---16 ft. unless you're moving telephone poles. With deliveries like a Subway, do their managers know where they are? The consultant stated that it depends on who the tenant will be. It's a case by case basis. Some people would rule it out because the area wouldn't work for them. We're not anticipating any illegal parking.

Chris Koertge, 534 S. Grove Ave., asked Mr. Vietti can you assert that this is going to be 9 out of 10. Mr. Vietti replied that it is their desire to try and serve primarily Oak Park residents and people who work here. We don't know yet. Typically, funders will go with what you ask for.

Mr. Koertge asked what the compliance period is and what supportive housing is. Mr. Vietti replied that full compliance would be 14, 30, and 40 years. It holds us to all the things we are saying, all the requirements for all the years. Supportive housing is a broad concept which means housing with services (it could be 24 hours), in this case – its case management. It means housing with services, but not a particular housing. HUD does not mandate that you serve the homeless, just the population you stated.

Mr. Koertge, what happens if you do not get a retail applicant in this space? Mr. Vietti responded that housing doesn't need the commercial for the housing to be successful. We have to have the commercial component in place or we have a substantial reserve. We may have to have a vacancy reserve. I believe Jason's abilities and experiences will get us a strong tenant. We have 2 years to do this. The residency pays for the development.

Mr. Koertge, All of Interfaith projects are in the City of Chicago. Given a lack of experience in the neighborhood – why here? Mr. Vietti replied that we're improving a building that has been sitting for 2 ½ years. Values are based on many things. I don't think you can attribute the area will go down because of the development. Mr. Solan stated the benefits of the partnership that you get to bring different entities in. There is strength in partners. No, Interfaith has not worked in Oak Park, but Res Corp has.

Mr. Koertge, If the screening process fails, individuals with substance abuse find their way, can Catholic Charities handle this? Ms. Higgins stated that through our case management, we would handle the situation. We would make an aggressive attempt to treatment for the individual and comply with the program. In an unfortunate situation, the person could be eliminated from the program.

At this time, Chair Bolte announced that we will adjourn at 8:44pm and reconvene at 8:55pm.

The meeting resumes at 8:55pm.

Amy Pappageorge, 430 S. Grove stated that in reading information from a study in the local paper regarding the need for senior housing, she asked why is this building not designated for seniors when we have this great demand for seniors? Why can't we make that target population? Mr. Solan replied that he disagreed with the township study. The

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Oak Park Housing Authority owns Mills Tower serving senior housing. They are on a waiting list for 6 months to a year. The conclusion of the study is that it refers to people over 50% of the area median income.

Ms. Pappageorge, stated that in the local papers a need for senior housing and 2,3,and 4 bdrms., but never seen this need stated, except for the YMCA. Why would singles take precedence over seniors? We have more available housing for the \$700 rate and foreclosures on the market. Mr. Solan stated that clearly there is a need for large affordable housing, but it's only 1 building and we can't address all the issues in Oak Park with 1 building. We felt we had to address the needs of accessibility, very few have elevator buildings and we have over 400 people on a waiting list.

Commissioner Rouse asked what their qualifications are. Mr. Solan said 200 are Oak Park preference.

Ms. Pappageorge asked who will be the potential participants in the building and who will represent the working poor? If there are any problems with this building and you are unable to attract people of character, how do you address this concern that people with Section 8 vouchers will not be acceptable? Mr. Solan stated that he has operated for 40 years. Some are excellent tenants and if we have problem tenants, we deal with them, if serious, we move toward evictions, if regulatory violations, we choose not to renew leases. We deal effectively with problem tenants when they arise. Based on our experience, we are prepared to deal with whatever comes into the building.

Ms. Pappageorge asked how they will address the challenges that arise. Mr. Solan replied that when the building is operated, we will deal with that as the time comes and determine if the needs are for a resident manager in this setting.

Comm. Quinn asked how many of your buildings have resident managers in the operating buildings. Mr. Solan replied half, it depends upon the size of the building, need and when we acquired the property. The size could be 50 units; we would want to have a resident manager depending on the characteristics of the building.

At this time Chair Bolte asked Mr. Solan to describe some of his buildings.

Ms. Pappageorge asked what is your estimated cost of development and per unit cost? Mr. Vietti replied he didn't know. He does not have full construction drawings for a contractor. In the range of 10-11 million dollars, but don't quote me. Per unit may be \$200,000 per unit.

Ms. Pappageorge asked would this be a good use of our resources and is this an act in good conscience. Is this really affordable housing? Mr. Vietti responded yes. Rental housing is expensive. It's a great investment and could last for 40 years. It serves people because of the regulatory agreement. It's a very good use of public money. The tax credit works well.

Ms. Pappageorge asked about the current homeowners living in the area and driving apartments down. Mr. Vietti stated that he's not seen a lot of units available and a long-term affordability. No, he doesn't think it brings it down.

Ms. Pappageorge, states we have scattered site housing... how does this relate to Diversity. Mr. Solan replied that we are trying to promote diversity, an opportunity for low-income. We have other 100% low-income buildings for disability, seniors, etc.

Ms. Pappageorge asked is your organization a faith based organization. Mr. Vietti replied, it depends how you define faith based. The organization was founded by a minister here in Oak Park. Our foundation is faith based.

Ms. Pappageorge asked is it in good faith to pursue the development and you do not have the support of the development with the neighborhood. Mr. Vietti replied that he wouldn't proceed if it jeopardized the neighborhood and/or harmed the community, or bring down property values.

Ms. Pappageorge asked about concern for quality of life costs. She stated she would lose light and garden, how will you compensate for this negative impact in the neighborhood? Chair Bolte interceded and informed Ms. Pappageorge that she could seek out this information in the application under Tab 26.

Ms. Pappageorge asked will this establish precedence for future developers if this were approved. Chair Bolte stated no. Every project is evaluated on its own merit.

Mr. William McDermott, 412 S. Grove. How many spaces are dedicated to commercial use? Mr. Doran replied, we are dedicating 9 along the alley on the east side. We have suggested 13 spaces along the street on Grove and Madison for commercial parking. An additional 9 spaces created and 6 for employees (commercial area). We're suggesting 6 of the 23 dedicated for commercial – it may expand.

Mr. McDermott asks why the Village would have parking regulations if we have so much parking. Are you aware of new construction retailers that have 6 or more parking spaces? In your discussions, it was brought up that we can always issue permits, is this a solution? Mr. Doran replied that they are not anticipating everyone owning cars, it that were to happen; they would look at overnight parking spaces.

Mr. McDermott asked what the average size of a parking space is. Jason replied there is 1 spot per 1,000 sq. feet. Mr. McDermott asked would you recommend this commercial space to a client of yours. Jason responded no.

Mr. McDermott asked about the acquisition cost of this development? Mr. Vietti replied that it's based on the appraised value – don't have an appraisal yet.

Mr. McDermott stated that the applicant is asking for acceptance and recommendations, but doesn't know what the costs will be, can't talk to your funders until you have your variances.

Vice-Chair Quinn interceded and stated that in discussion of the development process, this gentleman wants to know when you will have the information.

Mr. Vietti replied, when we make sure that the zoning is in place.

Mr. McDermott has questions concerning the cost of the environmental studies. **Mr. Vietti** stated that they have already completed an environmental study. They identified some unknowns, it has to have a Phase 2 and that's expensive. **Mr. McDermott** asked about the EPA requiring a clean up. **Mr. Vietti** stated that it's in negotiations. The funders will pay for that.

Commissioner Rouse posed a question regarding renters on Madison. **Ms. Jordan** reported that the commercial portion cannot be funded through the housing portion; we will have to have a mortgage on that piece. The retail will pay its own utilities other than the mortgage. A 100% of the taxes and insurance are covered by the rents. The rent will pay the taxes on the retail. If we do not have a tenant assigned, we will set-up a reserve for 30 months. We would prefer to have a long-term tenant.

Mr. McDermott asks aren't you concerned that for 40 years because of funding, you're locked in, don't you think the neighbors should be concerned. If there is a problem, you can't change the income status. **Ms. Jordan** said that it has to remain as an affordable building for 40 years. You could change things if the funding was paid back. The Oak Park Housing Authority and the applicant anticipate that the OP Housing Authority will be the eventual owners of the property and their commitment is a long-term commitment.

Chair Bolte asked when Mills Tower was built. 1975. She then asked **Ms. Jordan** if she had ever managed a commercial and mixed rental building before. **Ms. Jordan** replied not retail commercial. It was with a partner that had a thrift store. **Mr. Solan** announced to everyone that his office will be managing the building.

Mr. McDermott asked of their 13 buildings, how many have 24-hour services. **Mr. Solan** replied 5 out of 13.

Mr. McDermott asked other than income, what would disqualify a tenant. **Mr. Solan** replied other than violence against other people, criminal past or property; arson in your background, we would not want you. No one can come in with zero income.

Mr. McDermott asked can you deny a person with a voucher. **Ms. Jordan** replied that we could restrict to a number of voucher holders. The Housing Authority have 25% standard in the building. It's a recommendation. We would not want to deny someone strictly on them having a voucher.

Comm. Rouse asked who you would pick if you had 1 applicant with a voucher and 1 with income. **Ms. Jordan** replied, we can't select them that way.

Comm. Rouse asked would you prefer to fill it up with income. Do you have the demand? **Ms. Jordan** replied that she would prefer, but wouldn't want to deny anyone.

Comm. Rouse asked if the voucher only candidate is not an option. **Ms. Jordan** replied no. **Mr. Sloan** reported that many of their voucher owners are working.

Mr. McDermott asked if a person with a voucher be on welfare. **Ms. Jordan** replied they don't have to have a job per say.

Mr. McDermott asked could you refuse someone because they have a child under 18. Ms. Jordan replied no.

Mr. McDermott asked if it's possible that they could have 102 people living in the building. Ms. Jordan replied yes.

Mr. McDermott asked are you aware of the study by HUD that Oak Park doesn't have a need for single-family housing, however, there is a need for multi-family housing. You also contacted an appraiser who said that he could present analytical redevelopment that will enhance the development (reading from Mr. Vietti statement in the application)? Mr. Solan replied that the appraiser gave an opinion; he was not paid for his opinion. Mr. Solan said to the Commission that he was only stating an opinion and not representing a scientific fact with empirical studies.

At this time, Mr. McDermott ended his cross-examination.

Chair Bolte had questions regarding the method of selecting tenants. As noted by Mr. Solan, the process will be negotiated with HUD and other parties. Chair Bolte ask, what additional evidence or materials could be taken into account; if the Village Board were to approve this project with a condition that says, we want the residents to be 5 out of 7 and 9 out of 10 a certain type? Is that viable?

Ms. Jordan replied, I think it is. The agencies that would be concerned would be IDA, Cook County and Federal Loan banks. It's about fair housing and that you are not excluding instead of who you are bringing in.

Chair Bolte said that the Village Board may add some of their conditions also. With Chair Bolte speaking to the audience, she announced that the public testimony can include anything that may be of interest to the Commission as a condition. If it's not approved by the Commission, the Village Board may use it in their condition. One of the conditions would be a traffic study in 6 months that may have to be dealt with later and funds placed in an escrow to accommodate the development down the road.

Mr. Douglas McMeyer, 416 South Grove. Mr. McMeyer began asking questions from the application, Tab 4 (under neighborhood standards) regarding written opinion from an appraiser. Mr. Vietti replied stating in the verbal conversation, it was his opinion.

Mr. McMeyer asked in regard to tenant profile. Will it be set for 15 years? Can it be changed? Mr. Vietti replied, in the tenant selection plan, it's for the life of the building. Yes, it can be changed but you would have to substantiate why.

Chair Bolte asked is it subjected to a public hearing? Mr. Solan responded yes it is subject to a public process and public comment.

Mr. McMeyer asked how does single only residence fit into a block that is predominately family. Mr. Vietti replied; I don't know that.

Mr. McMeyer asked part of what drove this project is the fact that the YMCA didn't go through? Mr. Vietti replied yes, it was part of it.

Chair Bolte stated that the applicant has testified that more units will need more variance. Perhaps the applicant can provide more information on this issue prior to the next meeting. We will have questions on it.

Mr. McMeyer asked if they ran any numbers on low income tax credits on mixed income pro formas? Have you run the analysis on what you will be able to do on single family and multi-family under the 20/40 analysis (1 bdrm vs. multi-family). Mr. Solan said no, we do not consider those scenarios. The 20% at 50% of median income is the minimum that you have to set for low income tax credits. You can't raise enough equity to build the building at 20%. We chose 50% threshold because other housing programs gain other dollars that are out there – we're driven to the 50% median income.

Mr. McMeyer asked if other people are able to afford mixed income in other cities, why not Oak Park. Mr. Solan replied, maybe they are able to obtain certain equity. Why single owners as opposed to a married couple? Mr. Solan said because of minimum apartment sizes. This would decrease the size – both economically and underserved. Given the Disabilities Act, accessibility will be more of an issue? Mr. Solan said the ADA does not refer to the interior of the building. We are proposing to build 10% of accessibility and 5 of that will be convertible for accessibility.

Mr. McMeyer asked why is the tenant profile needing accessibility? Mr. Solan replied because we are meeting the needs of the individuals that are needed. We can only incrementally address the need in the community.

Mr. McMeyer asked was there a market study conducted in other areas of Oak Park? Mr. Solan replied yes.

A discussion ensued regarding public safety.

Vice-Chair Quinn announced that the Police department did not see a concern in the staff report.

Mr. McMeyer asked in regards to the screening of applicants, would a neighbor be able to serve on the screening panel? Mr. Solan replied no.

Vice-Char Quinn asked, in any other buildings, have you used neighbors? Mr. Solan replied no, not in the screening process.

Ms. Jordan said Interfaith is always able to appoint its representative to the committee. We always invite a next door neighbor to serve on the board of managers.

A Q and A session began.

Can you appoint any number of individuals? Ms. Jordan replied, we can appoint 7 individuals.

At some point, Interfaith will not be involved. Ms. Jordan said that they will always be guarantors. They guarantee the project feasibility. The project refers to the three partner

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agencies. We would wish that the Housing Authority would take the ownership of the building. There are exit costs involved beforehand. We would leave the operations to our local partners.

Q: Mr. Vietti, you made the comment that you have to have at least 50 units, its 51. Can you leave the 1 open for a manager? Mr. Vietti replied no, they have to be income eligible. Ms. Jordan said that would not be a tax credit unit – could not get investment for that unit.

Vice-Chair Quinn asked Ms. Jordan to describe the guarantees involved. Ms. Jordan said that they would provide the capital. It would serve at least 50% and below. The money has to be paid back. If the building goes out of compliance, they want their money back.

Comm. Rouse: You're not guaranteeing financial guarantees? Ms. Jordan said some.

Vice-Chair Quinn: Who is the guarantor? Ms. Jordan said we would be. We are guaranteeing that the building will operate. We will find the people to pay the rent and it will be viable. Private dollars will pay for the commercial space. There is currently no guarantee beyond 30 months, it has to be negotiated with the lenders.

Chair Bolte would like to thank everyone for their patience and courtesy in the process tonight.

- We will resume on January 30, 2011 with cross-examination on the new material with a comment section over the next week. There will be a 5 minute testimony of whom in favor and opposed.
- On February 3, 2011, there will be any objectors testimony or any other reports, market studies submitted, etc. The addition of cross-examination of objectors by the applicants.
- On February 17, 2011, we will have the summary and closing of applicants and objectors
- On March 3, 2011, there will be deliberation, conclusion and findings of fact.

ADJOURNMENT

With no further discussion, Chair Bolte adjourned the meeting at 10:54pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary

**MINUTES
OAK PARK PLAN COMMISSION – SPECIAL MEETING
OAK PARK VILLAGE HALL – COUNCIL CHAMBERS
JANUARY 20, 2011**

PRESENT: Chair Linda Bolte, Commissioners: Mark Benson, Vic Guarino, Gail Moran and Susan Roberts

EXCUSED: Commissioners Gary Belenke, Deborah Fausch, Vice-Chair Quinn, and Steve Rouse

ALSO

PRESENT: Craig Failor, Village Planner, Mr. Jacob Karaca, Plan Commission Attorney

CALL TO ORDER:

APPROVAL OF MINUTES: Deferred to February 3, 2011

PUBLIC HEARING(S)

PC 1.-01; Interfaith Housing Development (820-832 Madison Street & 436 Grove Street) The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed-use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

CONTINUED PUBLIC HEARING from January 6, 2011,

Chair Bolte announced the completion of cross-examination of the original packet material. Additional information has been received and any Commissioners in absentia that may have questions may do so now. In addition, there was additional material presented by the applicant. We will proceed with the five minute public testimony.

ADDITIONAL CROSS-EXAMINATION

Joni Strand, 410 S. Grove. Ms. Strand has additional questions regarding drawings, photos, etc. Ms. Strand asked questions concerning the 5 ft. high masonry wall. Is it the full length or part of the length of the yard? What percentage of the lot is geo-thermal? Mr. Langley responded that it's not full length, just part of it.

Ms. Strand asked, if 5 accessible units are rented to handicapped individuals, will parking be configured to meet the need? Mr. Langley said no, per Village code you only need two Handicap accessible parking spaces.

Ms. Strand asked, is the lot next door for sale, has it been looked at for additional parking? Mr. Langley stated no. They don't want the Madison side to have parking per the Madison Plan.

Ms. Strand asked about proformas. In the section where categories are repeated, categorize the different expenses..... Ms. Jordan said some are variable expenses, such as supplies for 100 units. Fixed costs are usually management fees. We may need a full-time manager for 10 or 50 units. Manager fees are fixed by lenders..... 5% of gross rents.

Ms. Strand asked if repairs by units and maintenance contracts fixed? Ms. Jordan said yes, no matter the units, repairs will vary by the number of units.

Ms. Strand asked, in looking at the new proforma, the original is based on 1 bedroom unit at \$704 and 3 bedrooms for \$978. Ms. Jordan said yes, those are the current rates for three bedroom units. We were asked to do a proforma on families and we took the rentable sq. footage and the conservative approach by sq. ft.

Ms. Strand asked if there was a need identified for people living in Oak Park. If approved, what is the primary source of housing? Ms. Jordan said there are rules and they have to be worked out with the Housing Authority. We may have to use the existing list or create a new one; that is yet to be determined.

Ms. Strand asked, as soon as they start the marketing, you will start the waiting list? Ms. Jordan said the Housing Authority already has a waiting list of 200.

Ms. Amy Pappageorge asked how many people are on the waiting list? Do these people represent entirely Oak Park? Have you verified that the people on the waiting list are from Oak Park? Mr. Solan said approximately 1,000 people are on the list, of which 400 are single individuals. The families on the list are for the Section 8 program, now named low-assistance. Some people on the voucher program are employed. If you have a wait list, you have to honor it. Mr. Solan stated; We don't verify when the applications come in; but will be verified as the individual name is called and will see if they are an Oak Park resident. If they are not, they are disqualified. We have yet to set the policy for the building.

Chair Bolte interceded and asked if the project violating fair housing if they preference that a certain percentage of the residents have to be from Oak Park and can it be carried forward to your funding discussions – based on the selection process, is that correct? Mr. Solan said they have to work through that. There has to be a preference.... You wouldn't have to adopt a village ordinance.

Chair Bolte felt that if the village is in approval of the project – then there would be a condition of approval as opposed to a requirement. Ms. Jordan said it's more about how many vouchers we can have in a building. There is a big difference between a preference and a target. The Housing Authority has lists that are purged.

Demetrius Pappageorge, 430 S. Grove –asked, is there a way of restructuring it, so that the commercial resident could pay more to reconfigure the units to have couples or families? Could you have the commercial entities that use the first floor, pay the larger part of the taxes to allow for larger units? Mr. Vietti said the idea of mixing – suggesting a family unit.... The commercial will pay their share. No, don't think they could structure that.

D. Pappageorge asked if you can and will move Oak Parkers to the top of the list? Mr. Solan said that's an issue that will be decided. Our policy is to select a preference for Oak Parkers. Generally, there is a negotiation that can set aside units for Oak Parkers. They allow you to establish preferences by ratio with the lender. Some percentage will be negotiable.

Comm. Moran asked could there be a preference established for people who work as well as live in Oak Park? Mr. Solan said yes.

Chair Bolte asked if HUD has a list of individual types that are unacceptable. Mr. Solan said yes, residency preference for people who work as opposed to people who are not working. There are many prohibitive preferences.

William McDermott, 412 S. Grove asked if the list had been added to. Mr. Solan said they were working off the same list since 2004, often purging the list. He stated that could set-up a different list, but hasn't decided yet.

Mr. McDermott asked if the funder is who will determine who gets in. Mr. Solan said they will have a major decision in the process.

Ms. Jordan stated that upon Mr. Vietti preparing the performa – he placed the liability of the taxes on the commercial. Funding will have to be raised to create the space and pay back the note to create the space between \$18 and \$22 a sq. ft.

Mr. McDermott said if we are looking at Oak Parkers, it seems like they already have a place to live in Oak Park; what makes you think they want to move in this building? Ms. Jordan said because it's affordable rent. Mr. Solan stated people that work here, don't necessarily live here, but may want to live here.

Comm. Guarino asked if someone could have a voucher and still be working? Mr. Solan answered yes, but it varies, it's an income based calculation.

Comm. Roberts said her concern is property taxes. She asked if any of their agencies are funded by our property taxes. Mr. Solan said no, we're not-for profit. Comm. Roberts asked about tax credits and where they come from. Mr. Solan said it's a federal tax credit distributed through state agencies. Comm. Roberts asked if there were any higher crime rate because of the resident beat officers near the YMCA than there would be in any other part of the village. Mr. Failor said he would ask the Police Chief. Comm. Roberts felt if no, people would feel more comfortable.

Mr. Douglas McMeyer, 416 S. Grove. Mr. McMeyer had questions regarding proformas. What if the proforma was based on the analysis that there is no commercial tenant? Ms. Jordan said they would have to have a tenant or a reserve to close the process. Mr. McMeyer continued with questions regarding the operating budget, parking and traffic. Mr. McMeyer wanted to know the location of space for the I-Go parking. Will there be an elimination of spaces for the I-GO? Mr. Doran, transportation director with Gewalt Hamilton said the space has not been determined as of yet; but yes, we will have to eliminate spacing for the I-GO cars. Mr. McMeyer asked he estimated the parking

demand on the possible tenant. Mr. Doran said a drycleaners, Verizon, Jimmy John's, would be the possible tenant and would not have a high demand on parking.

Mr. McMeyer asked if your traffic study showed a parking impact something of that nature. Jason said they look up standards with standard variables – surveys were done on Kedzie and Madison. Mr. McMeyer felt that the traffic study described could be a high turnover store. Jason stated yes, we would say specialty retail. Parking would be an amenity to the space. It would be one of the factors that drive the business.

A discussion ensued regarding the census.

Chair Bolte announced the close of cross-examination at this time. She opened the floor for any questions from the Commissioners.

Comm. Moran: Were discussions held between the applicant and the village about other parking in the area? Mr. Vietti reported that the Transportation Commission will discuss the diverter issue. Mr. Failor said the goal would be to get all the memos from the Commissions.

Comm. Roberts: Are the permits oversold in that area, can the current parking lot that we are proposing be used for the residence? If it is (Y-4), will the people be pushed on the street?

Comm. Moran: Does the rent costs include utilities – please clarify? Mr. Vietti indicated that it includes heat and electricity, no cable or phone.

At this time Chair Bolte gives direction for the individuals coming forth for 5 minutes in recognition of for, against or neutral in regards to the proposed development.. Everyone was informed that they could also email their information to Mr. Failor as well.

Rick Ashton - 222 N. Marion St. Mr. Ashton is in support of the proposed development. The Comcast building will provide sound, affordable housing for person with disabilities and low-wage workers, and extends Oak Park's diversity beyond race and age. He would like to encourage the Commission to recommend to the Village Board that the project receive the requested zoning allowances.

Jim Schwarber - 732 S. Maple. Mr. Schwarber supports the project because it reflects Oak Park values and inclusiveness.

Hank Zuba - 3—S. Maple. Mr. Zuba supports the project. This project asks for 3 common variations that were given to high income projects with much consideration.

Ann Frueh - 617 Wenonah. She supports the project. She personally knows of two individuals that would qualify to live in the proposed facility. He urges the Plan Commission to send a favorable recommendation to the Village Board to make this a reality.

Sherry Hakker -, 20 N. Austin. Ms. Hakkert supports the project.

David Kralik - 526 S. Highland. He supports the project. This proposal restores the architectural stability. This commitment should be applauded. Transit is within walking distance for the working poor. The applicants have a proven track record. This project is about who we are as a Village and will ensure that the underserved will be served.

Scott Jensen - 935 S. Boulevard. He supports the project. He felt that without the services he currently receives; he could not live in Oak Park. He has a disability himself.

Rose Siegel – 819 Washington. She supports the project. Ms. Siegel went on one of the tours and met those involved with the project, she was impressed with them. She's read all the material and newspaper coverage positive and negative. She said, we shouldn't judge this situation by our misgivings, this is new and indifferent and we should give an understanding ear.

Linda Hill – 524 S. Grove. Ms. Hill is in support of the project. Ms. Hill presented to ask for approval for variances required. She attended the tours and was impressed. Continue diversity and forward thinking.

Edna Chatman – 829 S. Taylor. Ms. Chatman supports the project. She believes it is a good investment for Oak Park and to help those that are not as well off as we are.

Linda B – 1146 S. Grove. She strongly supports the redevelopment of this project. This is a committed group of developers who are in this for the long term.

Dave Hill – 521 S. Grove. He spoke in favor of giving the variances for this project. Those with opposing viewpoints are concerned friends and neighbors who have a different view. Those in favor buy into the profile, those opposed, feel those undesirable will be moved in. 3 people on his block would qualify. There is a need for it. Please grant the developers the variances that they are requesting.

Meredith Hill – 521 S. Grove. She is in full support of the Comcast building.

Doug Schenkelberg - 1166 S. Ridgeland. He is in full support of the project. He supports it because he wants it to be an inclusive and open to people to have an opportunity.

Claire Lombardo – 855 S. Grove. She is in support of the project. She attached an article that was in the Defender concerning a single, young lady that works in Oak Park, but can't afford to live here. She stated that housing is a human right and she hopes the project moves forward.

David Schwartz – 539 N. Taylor. He is in support of the project. Mr. Schwartz is a physician at John Stroger hospital and a lot of his patients reside in Interfaith Housing. He states that it has made a huge impact on the recovery of the individuals. He stated that Interfaith Housing does tremendous work and they are in it for the long haul and for all the right reasons.

Dave Roth – 714 N. Humphrey. Mr. Roth announced that he has worked with Senator Don Harmon on affordable housing. He supports the development and he also presented 96 signed postcards all in support of project.

Jane Beckett – 1178 S. Clinton. She is in support of the project. She has direct personal experience with subsidized buildings in Oak Park.

Chair Bolte has motioned for a 5-minute break, to reconvene at 9:05pm.

Henry Zimoch – 600 S. Kenilworth. Mr. Zimoch speaks on behalf of the Neighbors for Madison Renewal or NMR. His one qualification is the increased use of density. He states that perhaps its time to revisit the criteria that established the max permissible density ratios in the current Zoning Ordinance to determine whether they should be changed. Mr. Zimoch presented a slide presentation and in summary, the NMR determined that the majority of neighborhood residents are opposed to the project as submitted. The principal objections are based on the project's density, its potential impact on neighborhood traffic and the lack of requisite parking.

Mr. Zimoch noted in his presentation that 15 members (including him) have reviewed and approved the PC testimony for the proposal that was prepared January 19, 2011.

Tom Dwyer – 1025 Pleasant Place. He supports the project. Mr. Dyer currently lives in Mills Park Tower and on the board of the Housing Authority. He stated that the 3 properties run by the Housing Authority are well maintained. Mr. Dyer stated that yes, they have problems, but they are dealt with swiftly and professionally.

Gerri Brauneis – 1125 Roselle. She supports the project. It's such an economic approach, there will be some give and tack, but this is an action whose time has come.

Dan Lesser – 605 N. Taylor. Mr. Lesser supports the project. He has been a resident for 22 years. He believes the challenge for this generation is maintaining diversity in the community. In the final analysis, he hopes to keep the community diverse and inclusive.

Dan Kill – Thrive Counseling Center. Mr. Kill is President and CEO of Thrive Counseling Center. He is in support of the project. He states that some of his staff and clients at Thrive have submitted letters of support as well.

Pam Meyerson – 151 N. Harvey. Ms. Meyerson is a resident of 27 years. She is in support of the project. She states, "what kind of community are we, have we been and who we are going to have room for? She wants room for musicians, which leads to a richer community.

Mark McCann – 825 S. Elmwood. He speaks strongly in support of the project. He works in low-income housing. Yes, they impact them, but positively. They are screened by private banks, investments and they must be built to have curb appeal, strong tenancy and asset management.

Leah Shapiro – 949 North Lombard Avenue. She is in support of the project. She wanted to raise her family in a diverse climate, so she moved from Hyde Park.

Kara Henderson – 1176 S. East. She urges the PC to grant the requested variances and supports the project. She values diversity. She states that she is excited about the future tenants of the proposed building becoming her neighbors.

Joe McDonald – 300 N. Maple. He supports the project. He states that the contribution of refurbishing and enhancement of this building will make to the Madison district would be green development and aesthetically pleasing.

Doug Wyman – 1042 S. Scoville. He supports the project. He states the reason he moved here is because of the location and the reason he stays is because of the people.

Betsy Davis – 836 S. Cuyler. She supports the project. She has lived in Oak Park since 1975. She values diversity, loves Oak Park and can't imagine living anywhere else.

Matt Gross – 921 S. Humphrey. She supports the project. She stated that she values embracing of all kinds. She would be proud to point to the building and tell her kids about it. We have a good development team.

Greg Marsey – 1107 Holley Court. Mr. Marsey is a former Village trustee. He stated that he never felt that projects of this income would incite this. He strongly echoes everyone sentiment concerning the development team and encourages others to visit the sites. Mr. Marsey provided a PowerPoint presentation outlining the Police department stats and data on police reports from January thru December. He noted that no one area was harder hit than any other. It's important for this information to be known that the Comcast building is not going to increase crime or a burden in the area.

At this time, the individuals that are opposed to the development will speak.

Henry Zimoch – 600 S. Kenilworth. Mr. Zimoch is speaking as a member of the NMR. Their mission is to safeguard the local community. He stated that 1100 households within a distance of the Comcast building were contact. 207 or 60^A opposed the development, 103 were in favor and 30 were undecided. The majority is in opposition. The likes included mission of the development, façade and LEED certification. The dislikes included density, traffic and parking plan. In summary, the majority is opposed as submitted and the principal objection is the density, neighborhood traffic and parking.

Bill McDermott – 412 S. Grove. Mr. McDermott opposes the project. Mr. McDermott has been a resident for 37 years. He's against the 51 units, of low income housing only. He's concerned that they will say anything to make the project more palatable to the area residents to get it approved. Mr. McDermott is personally appalled at the way the issue; of the affect on our property values were addressed. He stated this is a 40-year commitment to a high density low income project on a residential block with inadequate parking and questionable commercial use. This project is not ready for consideration until these problems are addressed. The economy will improve and the Comcast property can and will be put to a better use.

Chris Koertge – 534 S. Grove Mr. Koertge is opposed to the project. He urges the Plan Commission to reject the variances that the applicant has submitted. He stated that;

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without considerably more substance and certainty, the project as planned not only doesn't belong in his or anyone's back yard.

Demetrios Pappageorge – 430 S. Grove. Mr. Pappageorge opposes the project. He stated that he managed a 35 unit building for the Residence Corporation while living there as well. The proposed plan does not include a resident manger. This is a recipe for disaster for proposed tenants and the community. He urges the PC to reject the variances because of the density, height and parking.

Amy Pappageorge - 430 S. Grove. Mrs. Pappageorge opposes the proposed project. She stated the residents on her block do favor development of Oak Park. The Village should designate the building as a senior building. This project, in its current state, poses harm to both the prospective tenants and to this neighborhood of peace, stability and goodness. The developers propagate their golden vision. The ordeal of these last months has been deeply troubling. Please do not approve this project.

Laura Marchi – 424 S. Grove. Ms. Marichi is opposed to the project. She states her issue is with the density. "There are so many ifs with this project." The people supporting this project do not live on the block. She states trying to get in and out of her parking spot is bad, especially when there is snow and delivery trucks and if someone is blocking the alley. We have zoning laws that hopefully will address these problems.

ADJOURNMENT

With no further discussion, Chair Bolte announced that the meeting has adjourned. We will recess until February 3, 2011. On this date, we will continue with those individuals who are opposed and have the cross-examination of the objectors.

On February 3, 2011, we will have the summary and closing by the applicants and summary and closing by the objectors.

In Chair Bolte absence on February 3, 2011, the meeting will be chaired by Vice-Chair Quinn.

The meeting adjourned at 10:30pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary

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**MINUTES
OAK PARK PLAN COMMISSION
OAK PARK VILLAGE HALL – COUNCIL CHAMBERS
FEBRUARY 3, 2011 – 7:00pm**

ROLL CALL: The meeting was called to order at 7:04pm

PRESENT: Vice-Chair Quinn, Commissioners Mark Benson, Vic Guarino,
Gail Moran, and Susan Roberts

Also PRESENT: Craig Failor, Village Planner and Jacob Karaca Plan Commission Council

EXCUSED: Chair Linda Bolte, Commissioners Deborah Fausch, Steve Rouse and Gary
Belenke

APPROVAL

OF MINUTES: The minutes of December 16, 2010 were moved to next
month's meeting.

**PUBLIC HEARING(S): INTERFAITH HOUSING DEVELOPMENT (820-832 MADISON
STREET & 436 GROVE STREET)**

The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

Vice-Chair Quinn announced that all Commission meetings are available if needed on a CD for public viewing.

V.C. Quinn announced that the following individuals will be giving public testimony in opposition to the proposed development, PC 10-01.

Scott Livingston, 431 S. Grove Avenue. He opposes the development. He has a small business. The two issues for him are (1) the alleged hardship, and (2) the proposed variation will not be materially detrimental to improvements to the neighborhood. He felt that the project represents economic segregation.

Joni Strand, 410 S. Grove. She opposed the development in its present state. She felt that there were 3 variances that create concerns: height, parking and building density. She also read from a prepared statement submitted to the Plan Commission.

Mr. Schwartz, from the audience, requested that due to the weather, the individuals not present, be able to speak at a later date. Vice-Chair Quinn discussed the issue with the Commission and agreed.

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Naomi Katz, 300 S. Grove (husband speaking in her behalf). He stated that she is strongly opposed. She felt that Oak Park should encourage instead of discourage younger people to move here. She stated five reasons the development should not occur:

- (1) Does not fit in the character of the neighborhood
- (2) High density, low income developments are widely viewed as failures
- (3) The development would likely lead to an increase in crime
- (4) There is no need for single low-income housing in Oak Park
- (5) The development would likely lower property values in Oak Park

Vicky Petersen, 826 S. Oak Park. She is opposed to the development. She felt that the building would put a tax burden on the rest of the citizens of Oak Park. Her major concerns were Zoning and Parking. Oak Park meets and exceeds all of the targets national and state for providing low income housing.

Patricia O'Shea, 601 S. Oak Park. She is opposed to the development. Her concerns are:

- (1) The lack of neutral, professional opinions about the impact of this project
- (2) Lack of transparency by the applicants
- (3) She felt that an expert should be brought in regarding commercial real estate.
- (4) Concentrated poverty is something we should try to avoid, not create.
- (5) She stated she wanted to feel assured that the commercial space in the proposed building won't just sit open and the Village has to step in with additional funding to keep the building running.

Marco Lemoncello, 434 S. Grove. He is opposed to the development. Mr. Lemoncello lives directly north of the Comcast building. He reported that his home had been broken into within the past month. Customers of Leona's restaurant park in front of his home. His first issue is security; there should be full-time security at the proposed site. He is also concerned with parking, height, the loading dock, construction and the possible tenants that would be living in the building. He's also concerned about his home value.

Craig Chesney, 634 Clinton. He cannot support project as proposed. 51 affordable residential units are not what the community wants. He presented a PowerPoint presentation as well which attempted to discount some of the financial statement purported by the applicant.

Wayne Richard, 428 S. Grove. Mr. Richard opposes the development because of parking and height. He dislikes the tenant profile as well. The retail space poses several problems. He questions the integrity and proponents of the project.

Dave Heidorn, 535 S. Grove. He opposes the development. He felt that this has not been an open process. He stated that no information was shared with the neighborhood. He presented an article in the Vancouver Report (pg. 34) on an SRO. "Building Owners' Manual for SRO Buildings in Vancouver's Downtown Eastside."

Bob Haisman, 632 S. Grove. Mr. Haisman stated he was in favor of the project. He believes that the proposed development speaks to racial and economic diversity.

Rob Breymaier, Director of Oak Park Housing Center. He has taken a neutral stance. He stated that on a day-to-day basis, the rental market and housing market is integrated. He felt confident that the project will not adhere to segregation. The income limits pose no threats. He reported that the proposal would provide affordable housing, not qualify as low-income. The proposed development provides affordable housing.

At this time, Commissioner Benson has questions: Please define a studio and 1 bedroom apartment. What would be the difference? Mr. Breymaier replied that studios do not have a bedroom, but a 1 bedroom unit does. Comm. Benson responded that the issue would not be the total square foot, just 1 bedroom or not.

Comm. Roberts asked, what is the difference between the Housing Authority and the Housing Center? Mr. Breymaier replied the Housing Center mission is to achieve racial diversity. We are a non-profit organization to help people find housing in Oak Park. We also provide information to owners of rental property and owners/managers to encourage the diversity and integration of Oak Park.

Comm. Roberts asked, what is the census tract we're talking about? Mr. Breymaier replied he would have to look at the map. The southern boundary is Madison and the Eastern boundary is Oak Park. We're only talking about Oak Park.

At this time, Vice-Chair Quinn announced the closing of public testimony. He announced that the 5 objectors that signed up to speak tonight are not present. He then proposed that we continue the public comment until the next scheduled meeting.

A motion was made and moved that the Plan Commission permit the continuation of public testimony to the next meeting for the 5 individuals that previously signed up at the last meeting; and that Mr. Murtagh be allowed if in town. The motion was seconded by Comm. Benson. The amendment was seconded by Comm. Moran.

ROLL CALL ON ALLOWANCE OF CONTINUATION AND AMENDMENT:

Comm. Guarino – Yes
Comm. Benson – Yes
Comm. Roberts – Yes
Comm. Moran – Yes
Vice-Chair Quinn – Yes

All in Favor: Aye – Opposed: Nay, Motion passed with a vote of 5-0.

DISCUSSION

Comm. Roberts had questions regarding page 384 of the proposed application.

Mr. Chesney, resident, in referencing the spreadsheet from his PowerPoint presentation stated that he thought the project profits \$18,000. The other option with 45 units, based on tax estimates using 22 dollars a sq. ft. – there is a real estate tax at \$145,000; generated by the assessor, if the commercial space is running at \$22 a ft. for rental. 45 units are only needed as is.

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Vice-Chair Quinn announced that at the February 17, 2011 meeting there will be testimony by 6 people, the summary and closing by the applicant and the objectors. He also wants the applicant to address Mr. Chesney's concerns. The applicant gets an ample amount of time and objectors get an equal amount of time. He announced that the individuals on South Grove should discuss how they want to handle the closing remarks. He stated he would allow 30 minutes for closing by the applicant and the objectors.

Comm. Roberts had a question concerning an article seen in the local paper. The suggestion was in the paper to have Mr. David King speak concerning the proposed development. Vice-Chair Quinn announced that we do not have the financing for such. However, Mr. King is free to make public comment and he didn't. The period has closed.

At this time, Vice-Chair Quinn ask, if there were any staff and/or Commission representatives that would want to hear from?

Comm. Moran announced that she would like to have Ms. Cara Pavlicek, (Interim Parking Manager) be present regarding the parking in the proposed development. Comm. Guarino asked if the applicant could address the tenant profile and tenant selection process again.

ADJOURNMENT

A motion was made by Comm. Moran to adjourn and continue on February 17, 2011. The motion was seconded by Comm. Guarino. So moved.
The meeting adjourned at 8:35pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary.

Minutes
OAK PARK PLAN COMMISSION
OAK PARK VILLAGE HALL – COUNCIL CHAMBERS
FEBRUARY 17, 2011 – 7:00pm

ROLL CALL: The meeting was called to order at 7:04pm

PRESENT: Chair Bolte, Commissioners Mark Benson, Gary Belenke, Gail Moran, Susan Roberts and Steve Rouse

EXCUSED: Vice-Chair Quinn & Deborah Fausch

For the record, Comm. Rouse and Chair Bolte have listened to the CD recording in their absence of the meeting(s). Please note that Commissioner Deborah Fausch has a work conflict and will not be present for the remainder of the proposal.

APPROVAL OF MINUTES:

A motion was made by Comm. Rouse to approve the minutes of December 16, 2010 as amended and seconded by Comm. Moran. All in Favor: Aye, Opposed: Nay. So moved.

A motion was made by Comm. Rouse to approve the minutes of January 6, 2011 upon acceptance of changes. The motion was seconded by Comm. Belenke. All in favor: Aye, Opposed, Nay. So moved.

PUBLIC HEARING(S): INTERFAITH HOUSING DEVELOPMENT (820-832 MADISON STREET & 436 GROVE STREET)

The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

Chair Bolte announced that at this time they will reconvene the public hearing. There are 6 individuals that were unable to speak at the last meeting. The Chair announced that the objectors requested additional time, but that was not acceptable. She suggested that the objectors stay with 45 minutes.

At this time, Ms. Cara Pavlicek (Interim Parking Manager, VOP) will speak on behalf of the Parking Division.

Comm. Moran said there was a slight conflict in the staff's report (a quote of Loretta Daly, Business Manager, and VOP). Comm. Moran read Ms. Daly's statement in the report.

A question and answer session ensued.

Comm. Moran: What is the available parking supply in the area – public and private? The development team for the proposed development has offered a community room as a compensating benefit. There needs to be designated parking for those purposes as well.

Ms. Pavlicek stated that Ms. Daly statement is consistent with statement #2/ which is basically that she needs to put in a more lenient time frame. "At the time commercial space is leased by ISAC,

we would want them to obtain a relationship with private owners to supplement what is not at the original site, i.e. Chase bank.

Comm. Moran: Did you know there were modifications to the parking plan? Mr. Pavlicek responded no. My recommendations were done prior to the modification. We could prepare a supplement to our current report. You can presume that those vehicles that park overnight, will not be there in the AM. In regard to availability, the 32 spaces would be under the purview of Interfaith. We have on street spaces on Grove (limited up to 2 hrs, both on the East and West side). Overnight, no parking from 2AM-6AM, but it is for guest and/or visitors, etc. Madison Street has parking for the duration. There are no restrictions on Madison immediately in front of Comcast other than overnight restrictions.

Comm. Moran: What other public lots are in the immediate area? Ms. Pavlicek reported that the Chase Bank has parking spaces, Brooks Middle School and Lot 100 on Clinton Avenue.

Comm. Belenke: In all of the spaces that you commented on, are there street parking permits in the general area? Currently, what is available? Ms. Pavlicek stated that at the time the report was written, there will be 20-30 permits sold each quarter. Within the lots, it varies.

Comm. Roberts: I feel there is no accessible available parking. Ms. Pavlicek stated that if Interfaith could not accommodate all of the parking needs, we would ask them to petition.

Chair Bolte: The Transportation Commission raised 2 concerns. Guest parking and whether there was adequate space for guests. Would those be possible to do on a case by case basis? Ms. Pavlicek stated that when they call in overnight, we place them on Grove for guest parking.

Comm. Rouse: Would approval of the Comcast building parking be a challenge? Ms. Pavlicek responded yes, it has to be monitored. She didn't think it would be a problem for the commercial though.

Comm. Rouse: If they have an overflow, they would make a recommendation to petition for the developer? Ms. Pavlicek responded yes. Also car-sharing would be recommended.

Comm. Rouse: Any other recommendation to ease the parking in the area? Ms. Pavlicek stated none other than I mentioned in the report. She said she would get supplemental information to Craig Failor as well.

Mr. Failor discussed concerns about parking and uses that Ms. Tammy Grossman (Housing Manager, VOP) discussed in the staff report.

Comm. Roberts expressed concerns about exceptions given to the Zoning Ordinance. She said she would like some rationale for the numbers. Mr. Failor informed her that the Zoning Ordinance doesn't address this particular issue. The Village is considering coming back to the Plan Commission to address this. They will look at amending the Zoning Code.

Chair Bolte felt that the Village needs to think differently when it comes to parking with new developments. They have to start looking at changing the Zoning and stop providing unlimited parking. It's a philosophical change.

Mr. Failor stated that transit-oriented parking is the way the Village is moving.

Chair Bolte stated that the Transportation Commission needs to address the parking piece of the Zoning Ordinance. They need to make some structural changes to be consistent with the initiatives and goals.

Comm. Roberts felt there should be studies done to show parking stimulates development, are there such studies? Mr. Failor stated that in looking at residential vs. commercial, the commercial users, like Walgreens wants parking. In residential – it depends on where you go – residential in downtown; as a Village we should have a philosophy about parking in transit-orient areas that requires fewer parking spaces per unit; they will come because they want to be near a thriving area. Our downtown parking is very successful.

Chair Bolte thanked Ms. Paylicek for coming to the meeting. At this time, we will now have the objectors approach the podium. Please note that the first 4 individuals called to speak were not present.

Mike Awe, 517 S. Grove. He lives less than 500 feet from the proposed project and has requested that the Plan Commission reject the application. He would like the Commission to consider the immediate environment. If there is a lack of space, cars would not fit. There are issues regarding the loading dock area, compensating benefits, etc. Please reject the variances requested.

Patricia O'Shea (on behalf of John Murtaugh). Inclusionary housing has been endorsed by HUD and others for affordable housing. It uses ordinances and incentives to obtain affordable housing. The Oak Park Housing Programs Advisory Commission is studying inclusionary housing for the Village Board. Mr. Murtaugh suggested that there be a complete review of the 2010 Census before a decision is made on this proposal.

There was no further testimony from the objectors.

At this time, Chair Bolte called this part of the testimony closed and began closing remarks by the applicant.

Gladys Jordan; Interfaith Housing. Ms. Jordan began her closing remarks by addressing Mr. Lemoncello (opposed) question. In regards to placement of wells, he had concerns about the wells being so close to his home. In speaking with the architect, Ms. Jordan was informed that there will be no vibrations, and that current technology is such that it would not create those vibrations. She was also assured that the drilling was not causing the vibrations (letter in writing given to Mr. Failor). Mr. Vietti spoke to 2 families that are directly across from Walgreen's. They did not have an issue with the drilling, but issues with vibrations – there was a bank vault that actually caused the vibrations.

Comm. Rouse asked if there is bonding and insurance for drilling. Mr. Failor stated he would check with the Building and Property Standards division concerning this.

Ms. Jordan continued speaking on the testimony of family selection and the factors that are used to base estimates. She stated that with Interfaith, Catholic Charities and the Oak Park Housing Authority, they analyze the sites and met many times. They assessed the project for 3 years. They do not have a debt service, they have other operating services. If there is any excess cash, it goes back into the operating budget. There are 3 line items in any operating budget: Utilities, Insurance, and Real Estate Taxes. We asked our real estate attorney to give us a guideline. We chose to use \$112,000 because it's a conservative number. Our combined experience is that we know what we need to do and what the comps are. She also noted that all of their lenders do hundreds of deals, but they are also audited every year.

In the tenant selection process, we don't want to go into a community that doesn't have a need. Partners identify whom they want to serve. The profile of the tenant was a single individual underemployed, living and/or working in Oak Park. In order to prove that need, Mr. Ed Solan

has a list of potential tenants. It happens to be a list that he has of Section 8 applicants. She just used the list as an example to show there is a need.

They would have a specific building wait list. Insist with IDHA that we have a local preference. Every community they are in, ask the same thing. They identify the need for their community. We firmly believe that we can get that preference. What we can't say, is you can't apply if you don't live in Oak Park. The first preference would be "live and work" in Oak Park and to the top of the list. The 2nd preference could be either/or. You can design that type of selection plan to meet the population you want to serve.

Comm. Moran: What would be too restrictive? Ms. Jordan said she couldn't say, 100%.

Comm. Rouse: Can you commit to a minimum floor? A ratio? Ms. Jordan stated that if you have a preference that you can live and work – it would be 90%. With that preference and you have that need, its only 51 units.

Mr. Solan stated that we can give reasonably assurance.

Comm. Moran: You can condition..... Live and/or work? Ms. Jordan said she could not guarantee.

Comm. Rouse: You're not providing any comfort to the neighbors. You don't give any assurances, because you don't give any rational scenarios. I need some clarity.

Mr. Solan stated that as the local partner, we would not be in the deal if we didn't think this development wouldn't help people that live and work in Oak Park. We would not be a partner if a substantial majority preferred will be that people do not live and work in Oak Park. We can say it would be a substantial majority. The preference would apply to 100% of the units. The intent of the Board would be to serve people who live and work in Oak Park.

A discussion evolved concerning parking spaces and applicants having a car, but no available parking. Mr. Jordan stated that there is parking on Madison during the day and on Grove, if there was no room in the lot. If they are working, the lot would be half empty. In other developments, we have 58 units and 11 parking spaces. In another, the lot is used for a basketball court.

Comm. Roberts: Will the parking be part of the rent? Ms. Jordan stated that yes, there is no charge for parking.

Comm. Roberts: Will you be starting a new list for this project? Yes, per Ms. Jordan.

Ms. Jordan reported that there are a lot of legal requirements around the waiting list.

Comm. Belenke: With tax credits, what is the nature of the loans? Ms. Jordan reported that some banks are 20, 30, and 40 years; however, the projection for this building is 30.

In summary, Ms. Jordan stated that the Interfaith Housing Development Corporation, in partnership with the Oak Park Housing Authority and Catholic Charities propose to renovate the Comcast building into 51, 1 bedroom apartments for low-income, single adults who live and or work in Oak Park. The development will involve the reconstruction of the Comcast structure at 820 W. Madison. The allowances would be:

- 1) Front yard
- 2) Open space
- 3) Building Height

- 4) Landscaping in front of the building and back
- 5) Loading Dock

Six of the eight allowances are a direct result of use of the building. The existing parking lot in the rear of the building to the north end of the site will be converted into green space. A large portion of the 2nd and 3rd levels of the building to the north and east side of the existing structure will be demolished. With parking allowance – the 7th allowance is for a 50% reduction of the required residential parking. The parking study completed by the traffic and parking consultant, Gewalt Hamilton. In terms of Density, the allowance is for intensity of use (no. of housing units). The density of the proposed development is comparable to the density of the various multifamily structures.... It's also consistent with the Village of Oak Park plans, the Madison Street Corridor Development and Implementation Strategy, the Madison Street and Oak Park Avenue Development Study; along with the Commission Support of the Community Design Commission, Community Relations Commission, Historic Preservation Commission, Housing Programs Advisory Committee, Madison Street Coalition, Public Advisory Art Commission, Transportation Commission and the Universal Access Commission

In regards to the Green features; the development will be very green and will return a vacant building back to productive use. There will be geothermal heating and air conditioning and a green roof.

In regards to property value, transitions from vacancy to occupancy tend to increase the value of neighboring properties.

In conclusion, Ms. Jordan stated that the adaptive reuse of this Albert Kahn structure will return much of the architectural fabric of the building to productive use. The requested Zoning allowances are reasonable.

Comm. Roberts: If you got in a bind for parking, could you use the green space? Ms. Jordan said that they could if they had to.... It's their preference to leave it green for a more pleasant environment.

Chair Bolte: For the record, we do have letters from all of the Commissions and the staff report. Mr. Failor reported that he is awaiting a letter from the Universal Access Commission.

At this time, Chair Bolte announced a 10-minute break and reconvene at 8:50 with the objectors comments.

The Plan Commission meeting has reconvened. The closing statement on behalf of the Community Members in Opposition to Interfaith Application for Zoning Relief will be presented by **Mr. Doug McMeyer**. He thanked the Commission and said he appreciated their service.

Mr. McMeyer stated that the project has been referred to as CHA housing, vagrants, etc., and insulted in other ways. This project asks us to take chances. It needs to have seatbelts. The issues are the Zoning variances, Parking, Density and Height. The parking mass simply doesn't add up. For the space required... with only 9 commercial parking spaces needed, reducing the amount of required parking and based on their presence, they are double counting their presence 33% under the Zoning variance. If we take the I-GO car sharing spaces, we're now down to 13 in the western lot for residential including 2 for handicapped spots. We have 16 or 17 for 51 apartments. You still have at best only 35% of what is needed in terms of parking. It is unsupported by the Village and the census. We've heard the traffic study that car ownership will raise in the future.

In addition, Mr. McMeyer presented a presentation regarding a study regarding "Growing Evidence on the Benefits of Auto Ownership to Low-income families. He went on state that the density of the project doubles the density on the 400 S. Block of Grove. The family make-up on the block is retirees, plumbers, singles and families with children. There has been no discussion of how it's going to change the block parties we have. We want to ascertain the character of the neighborhood.

In regards to the height, it is the addition of 2 floors. The existing homes will be overshadowed. This proposal will significantly impact the light to the neighborhood. There will be:

- ✓ Traffic/Congestion
- ✓ Schools – we have 51 potential new school age children (if a parent has a child, the child does not have to live in Oak Park, they do
- ✓ Property Values
- ✓ You can do a property evaluation, its difficult and expensive, but can be done – it has been 0 evidence other than mere speculation
- ✓ We would like stability and long-term neighbors. If the commercial space fails, don't know what the ramifications are?
- ✓ Compensating benefits – I don't see many

At this time, the Question/Comment Section began.

Comm. Guarino: What if someone would pay for a house 2 blocks away as opposed to right next to the Comcast building? Mr. McMeyer said, what is next to a property certainly has a disadvantage of one that is not.

Comm. Guarino: Characterize the block as being single family – who lives at the end of the block – do you know them – do they have condos at the end of the block – do they participate in block parties? Mr. McMeyer said yes, they do participate. We have condos that are 1 and 2 bedrooms.

Comm. Guarino: right now, someone could put up a building 50 feet, and put in 41 units, but the 41 units could be with significantly more people and more cars. Would there still be opposition? Mr. McMeyer responded yes.

Mr. Chris Koertge: He stated that one of the questions that hasn't been asked: Is single working poor needed? It would be better to focus on a better development for 10-15 million dollars. A document study shows needed senior housing. He also reported references on a need for the disabled. He said he supports development for seniors and for families.

Mr. McMeyer continued discussing tenant profile. He felt that there needed to be some clarification on what it means to work and live in the Village. What is the threshold? – This needs to be addressed. What are the screening criteria? Neighbors would like to see this in writing and what types of things are going to be examined. This project was conceived to replace the YMCA. The YMCA is not closing.

Mr. Demetrius Pappageorge: He discussed the lack of community support. The neighborhood is opposed to this plan. Only 19% favored the plan, 70% opposed the project. We are in favor of affordable housing; such as people with disabilities, seniors, etc. The need is for singles and the disabled. This is what the community supports with a mixture of income. This plan is not in keeping with the values of the Village. This is why you should reject it. There is a lack of management – it does not include proper safety. The other Oak Park Residence Corporation buildings have resident managers, but none are planned for this building. A resident manager is required because issues don't follow a 9-5 schedule. Residents need someone to go to if they need to call

in the Police. This building has 51 units; not supplying resident managers is irresponsible. We object this plan.

Mr. McMeyer: This body is charged with looking at the costs and benefits of the neighborhood and what should and shouldn't be done. The advantages ignore a number of real costs. This building will last long past the contractual obligation. The profile can be changed with the Village approval. It ignores the more pressing needs of the community. It ignores the doubling of the population.....it ignores the lack of parking and the loading dock area and cast half the block in a shadow in the winter.

We request that the tenant profile be stated such that the tenants have to live and work in Oak Park. They need to be defined in greater specificity. We would like to add a residency restriction. We don't necessarily need a floor board that is approved. 80% is the lowest this should go. There should be a modification of tenant profile with 24/7 resident manager. There should be an escrow account, a diverter in the parking lot. There should be additional parking to be restored before construction begins. We would like the Village to require the proponents to work with the objectors to do a property evaluation analysis. We would like an evaluation with a revised parking plan. We would like to make sure there is a bond to cover drilling. We would like for the developers to consider making Grove a one-way going south or turning Grove into a cul-de-sac. The appropriate step is to reject the proposal outright.

QUESTIONS

Comm. Moran: Can you provide me with a copy of your closing statement? You suggested a diverter – Jim Budrick and the Transportation Commission discussed this.

Mr. Failor reported that a diverter/restrictor pretty much does the same thing. Diverters will allow you to go out; south on Grove to access Madison.

REBUTTAL BY THE APPLICANT

Ms. Jordan wanted to thank the Plan Commission for their time and hope the application is clear and you can make the proper decision.

Comm. Moran asks, in most of your developments, there is a neighbor that is on the Board. Would you confirm that commitment Ms. Jordan said they have a Management Board and yes, there is always a local person on the Board of Managers?

Chair Bolte asked, on tenant selection, what's your view having been a member of the Village staff on board? Ms. Jordan stated it was a privacy issue.

Chair Bolte: Explain to me who reviews the applications in its totality? Ms. Jordan said, a normal application, all of the background checks are done by property management and the service assessment is done by a service provider. The recommendation goes to a committee that decides – could be a separate committee, etc.

Chair Bolte: Could a housing manager be on the committee? Ms. Jordan replied yes.

Comm. Rouse: Is there a need for this building? Mr. Solan replied absolutely. Seniors can live in this building. There are no restrictions on persons with disabilities. They are 5 units that are accessible and 6 units that are adaptable. We will have other people living in this building. It will be diverse. All are welcome to apply – there is not a single profile of who the tenants are going to be.

Chair Bolte: When we are talking about lists, that one or more was a Section 8 list, that would change the profile or preference..... You should decide to stipulate a new list that would be applicable.

Comm. Guarina: You said 20% are for people with disabilities. Mr. Solan reported that 10% are accessible and 10% are adaptable.

Comm. Guarino: Are you planning to take down the telephone poles (SH 27)? The engineer spoke and said that the poles belong to ComEd. They will remove the overhead existing wiring to place the wires underground, under the alley to the building, rather than overhead.

Chair Bolte announced that at this time the testimony and closing will conclude. She announced that she would like to thank everyone who participated in the process. Yes, great ideas came from both sides.

COMMISSIONERS CONCERNS

Chair Bolte: She felt that Mr. McMeyer expressed some concerns that the Commission might go forward with. In the past we have done a 6 month traffic study. Not as concerned with the traffic flow activity, but rather the parking issue. Every site is unique and we need to rely on that information. We need to require a follow-up study.

Commissioner Rouse stated that a study should be done 6 months after the commercial site has been developed.

Chair Bolte discussed the car-sharing being of great value. If the project is recommended to the Village Board, there needs to be an exchange of information done. She felt that the CRC should work with this area. In terms of the tenant screening, Chair Bolte felt the preference for live and work, live and/or work, seniors and with disabilities are what is needed to be seen in a recommendation. The list should be up-to-date and should require a marketing plan that identifies the availability.

Chair Bolte noted that Ms. Strand had questions about the true height, the floors, the 55 ft., the thickness, etc. It should be included in the Findings of Fact.

Comm. Benson: He felt that the parking was a traumatic problem. It's a huge reduction in the requirement and is what will be the need. Reducing the number of parking spaces does not reduce the number of cars. People bring their cars if they have them. All the studies show – low income individuals that make \$15-\$20,000 have cars. The number of parking spots is a problem. He loves the idea of the I-GO concept. Commercial parking is going to be problematic. Parking stimulates development. The study was interesting in that certain types of businesses relate to parking. From a commercial standpoint, that's very confusing that anyone would want their business there. People will end up getting permit parking north of the alley. The business will ask what the tax uses, parking availability.....are...

Comm. Moran: She has a concern about the commercial parking. She felt there should be a condition that was suggested by Cara Pavlicek and Loretta Daly. There should be steps taking to secure additional off-site parking. She is recommending that there be a condition. She states that there are enough units to have a resident manager on site. It would give the neighbors some comfort. This should be a recommendation.

Comm. Belenke: Commercial is always going to be next to residential. Anyone who lives on the 400-500 block of Grove, you knew there was going to be commercial on Madison. There is

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reasonable and unreasonable. If you're going to have development, Zoning sets up certain criteria.

Comm. Rouse: He has serious concerns on certain aspects, parking being one. He felt that the process was helpful. He appreciates the input and learned a lot about the development through the process. There should be restrictions on this to make it a good project. It is adaptive and intelligent use of the building. It should be seriously considered.

Chair Bolte: She felt that Ms. Pavlicek could put together an assessment of possible places where agreements could be available for additional parking. What is the capacity to increase the parking in the 3 lots and also other places where potential agreements could be executed? The commercial parking will be a deal breaker.

Comm. Rouse: He felt that the employee parking could be moved and include it for commercial parking.

Comm. Moran: She felt that there will be guests, caseworkers and other people making demands on the parking. She likes the idea of compensating benefits – i.e., the Community Room and that parking will be available for those that utilize it. Perhaps Ms. Pavlicek could provide a utilization rate for the 3 contracted lots.

Mr. Failor announced that he would provide maps for Comm. Roberts.

Comm. Belenke: He felt that one of the problems of parking is because of the density. The size is being driven by two entities, not profitable and the bonds that they are looking at. What do we want to drive a potential development, what they need or what we need? It is something we need to consider.

At this time, Chair Bolte announced that the next meeting will be March 3, 2011. The Village attorney will draft the Findings of Fact.

Mr. Failor was asked when this application would go before the Village Board. Mr. Failor announced that it may be after the election before the material goes to the Village Board. Please note that the Board does not meet in April and the first meeting would be May 16, 2011.

ADJOURNMENT

Comm. Rouse moved to adjourned and it was seconded by Comm. Guarino. So moved. With no further discussion, the meeting adjourned at 10:30pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary

Minutes
OAK PARK PLAN COMMISSION
VILLAGE HALL - COUNCIL CHAMBERS, ROOM 201
THURSDAY, March 3, 2011 – 7:00 PM

ROLL CALL: The roll was called and the meeting was called to order at 7:00pm.

PRESENT: Chairperson Bolte, Vice-Chair Mike Quinn: Commissioners: Mark Benson, Gary Belenke, Vic Guarino, Gail Moran, Susan Roberts, and Steve Rouse

Also PRESENT: Craig Failor, Village Planner and Jacob Karaca Plan Commission Council

APPROVAL OF MINUTES - None

PUBLIC HEARING(S):

PC 10-01: Interfaith Housing Development (820-832 Madison Street & 430 Grove Street) The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed use building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bathroom supportive housing apartments ranging in size from 458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

Commissioner Quinn announced that he listened to the audio of the last two (2) meetings. At this time, a discussion session began amongst the Commissioners

Vice-chair Quinn announced that he supports the proposed development. He stated that his main issues regarding the proposed development were parking, density and height. He agreed with Commissioner Rouse. He also felt that Cara Pavlicek's (Interim Parking Manager) testimony to be credible. Vice-Chair Quinn suggests if the project is approved, he would suggest the Village Board reconsider the use of their parking lot on Madison. It could be used for employee parking or night parking. He doesn't believe this development would need the level of parking as in other developments. In regards to the density; it is substantial, less intense use. The proposed height is not significant. The Comprehensive Plan standards have been met in regards to income, age, and supports standards as in substantial value.

Comm. Moran announced that she was comfortable with parking availability after reading Cara Pavlicek's report. She suggested recommending a condition, if approved, of Interfaith to go out and actively seek off-site employee parking for the commercial use.

Comm. Roberts felt the residential tenants should be screened. In regards to health and safety, she felt there needs to be criterion. She would like to see a full-time person on staff and a right-turn only out of the parking lot. She wants to make sure the tenants are well managed 24 hours a day. She indicated that she was concerned about inadequate parking.

Comm. Benson felt that the current parking is inadequate. There are creative ways to correct this and add more parking to the site. He would like to see another draft of the project, a version that compensates for parking. He suggested that if there was no community room, 14 more parking spaces could be added. The data that was provided regarding the parking demand is not accurate as there will be too many cars coming to the site. Statistical analysis and his personal experience show that people have cars.

Comm. Guarino discussed parking. He felt that the development was placed in the location for a reason. People needed their cars in the same location is not necessarily true. The property is within access of

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public transportation. If you move here, you won't need your car. Ms. Pavlicek's memo was very compelling. It should have spots for residents only for overnight and during business hours become commercial use. Dual use could be used in this lot as well. It would alleviate some of the parking needs.

Chair Bolte discussed the CNT, a nonprofit organization that has done a lot of work on sustainable development. They promote and/or own the I-GO Car. They are highly respected on land-use planning regionally in the Chicago area.

Comm. Moran: This plan fits the Comprehensive Plan more than any other project that has been before the Plan Commission.

Comm. Belenke: He agrees with a lot that has been said. In this case, you have financing dictating the project, rather than the site dictating the project. If the project was one (1) story lower and more parking, he would have no problem. If approved, it's essential that we have the parking lot on the northeast corner on Madison. As studies have shown people with cars have better access to jobs. This project will be written in stone for 20 or 30 years. If approved, this is what it is and somewhat down the road, market conditions change and this won't. The commercial trends flow and change, he thinks that's an issue.

Chair Bolte: She spoke of a tenant mix and a local need. She felt that the concerns heard were that people weren't convinced this is a local need. We're talking about our tenant mix being our first priority. We do not have to enable them to provide them an automobile. The idea of using public transportation is an option. The goal would be to push for people who live and work in the village.

Comm. Rouse: Agreed with Chair Bolte. Madison Street will be developed. This is the right time for the right project. The area will become more affluent, it will be needed in 10, 20, 40 years. There are some parking related issues. Flexibility in parking is needed because parking is always an issue in anything we do.

Comm. Benson: People do more than go to work with their cars. Based on their incomes, people are coming home at different hours of the day and night.

Comm. Quinn: In addressing Comm. Belenke points. In one sense, the financing structure is driving the project. It's how the projects get built.

Chair Bolte: She asked if the architect could comment about removing the community room and shifting uses from the east side to the west side of the building.

Dennis Langley, Developer Architect, stated they spent a lot of time studying the plans. It is a desire to have a community room – it will be used all the time. The other asset would be the service utilities. They have maxed out everything.

Chair Bolte: She announced that procedurally, we have to move forward and that redesigning the site is not feasible as testimony is closed.

Comm. Roberts: She said initially that they were told that the community room is for the community at large. She agrees with Comm. Benson. If it is for the community, they will drive there and we will need more parking spots. If it's for the tenants, we won't need more parking.

Chair Bolte: She said that from the testimony, there is a desire for a resident manager. What would be the issues of having someone who was in the 51st unit and serve the function of being an on-site manager in the time from 5pm-9pm.

Mr. Ed Solan stated that a full-time resident manager had been discussed. He said a person working 9am-5pm would be considered a professional manager; doing the main business of the building and has training in property manager. After hours, the individual would be considered a resident manager with a

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restrictive job description; such as the owners' eyes and ears, address problem (s) that arise or security issues and will be instructed to call police or to call the property manager in an emergency situation. To have someone 24 hours a day is not financially possible.

Chair Bolte asks if the person would have to qualify on an income basis in order to live there. Mr. Solan replied that they would recruit a resident of the building or consider someone currently living in the building. They would draw a stipend as well.

Comm. Roberts felt a 24 hour presence is needed. Mr. Solan expressed that they would recruit someone in the building. Most maintenance crew persons arrive at 6 or 7am. The property manager would not get in until 9am. The hours would overlap.

Comm. Roberts continued with questions concerning the mortgages (lasting 30 or 40 years). What if it doesn't work, can the building be sold and put on different criteria? Are there options? Can a new use or owner be found? The developer's attorney responded; yes.

Comm. Belenke said the market place decides what can be built. Sometimes the cost is lack of parking. It's a spillover to the neighbors. He's still concerned about the parking. The Village is doing as good a job as it can. We've got residents, community, which may or may not have more people. Parking for residents may end up on the street. We need to attach the need for additional parking; consider using the empty lot across the street.

MOTION

A motion was made by Vice-Chair Quinn to direct the Village Attorney to make recommendations to the Village Board subject to the following conditions:

1. The tenant profile has a preference for residents living and/or working in Oak Park.
2. Stringent background check
3. Include a resident manager
4. The applicant shall be required to have escrow for traffic and parking study to be completed 6 months after full occupancy both residential and commercial (95%)
5. Bond or other for construction damage regarding geothermal well drilling
6. Adopt recommendations from Ms. Cara Pavlicek in memo – delete "full service restaurant"
7. Recommend strongly reuse of lot 116 owned by the Village
8. Right turn only out of Grove Street side of parking lot
9. Add Bike Rack on exterior of site along Grove Avenue
10. Detailed Marking Plan for the Commercial component
11. Window screening for the commercial space until such time as occupancy occurs
12. Disabled preference should be added
13. Board of Managers with neighbor participant
14. Final Art design to be approved by the Public Art Advisory Committee before final Certificate of Occupancy
15. Include Community Design Commission recommendations as written where appropriate
16. Staff contact information on site
17. Populate a new tenant list
18. Detailed Marketing Plan for the Residential component

Comm. Moran seconded the motion with additions. Comm. Moran asked to withdraw the 2nd recommendation.

ADDITIONS PER CHAIR BOLTE AND COMMISSIONERS are reflected above in list of conditions.

Chair Bolte suggested the requirement of a 6-month parking study after the commercial tenant is placed and fully operational and after final occupancy – including commercial (in an effort to see changes and other parking requirements). Comm. Moran suggested a right turn only out of the parking lot, keeping the traffic off of Grove as much as possible; going south on to Madison. Comm. Roberts agreed.

Vice Quinn felt okay with the traffic going down Madison, disagreed with right turn only.

Chair Bolte felt the biggest issue to be the dual use and what kind of tenant for commercial. A separate condition would be right turn out onto Grove.

Comm. Moran felt that the sustainability coordinator (K.C. Poulos) suggested bike racks as a condition out in front. Also, under Business Development – staff recommended a detailed marketing plan for commercial – site specific marketing sheet (pg. 11). Comm. Rouse felt this would be done – standard. Comm. Moran suggested the use of window screening in case it's vacant for awhile.

Chair Bolte also wanted to add a preference for seniors. Mr. Solan said he had a concern about the seniors' preference condition. There is already a large senior population. They would qualify for this housing under the normal circumstances.

Chair Bolte announced a 5-minute recess to resume at 8:22pm.

ROLL CALL

A roll call vote was taken to approve the proposed development.

Commissioner Belenke – NO
Commissioner Guarino – YES
Commissioner Roberts – YES
Commissioner Moran – YES
Commissioner Benson – NO
Commissioner Rouse – YES
Vice-Chair Quinn – YES
Chair Bolte- YES

The motion passed with a 6-2 vote.

IV. OTHER BUSINESS
None

V. ADJOURNMENT

Chair Bolte announced that the next regular scheduled meeting will be March 17, 2011, to present the Findings of Facts.

Comm. Rouse moved to adjourn. With no further discussion, the meeting adjourned at 8:30pm.

Respectfully submitted,

**OAK PARK PLAN COMMISSION
VILLAGE HALL
123 Madison Street
COUNCIL CHAMBERS
THURSDAY, MARCH 17, 2011
7::00pm
DRAFT MINUTES**

PRESENT: Chair Linda Bolte, Vice-Chair Mike Quinn, Commissioners Gary Belenke, Vic Guarino, Gail Moran, Susan Roberts, and Steve Rouse

EXCUSED: Commissioners Mark Benson and Deborah Fausch

ALSO PRESENT: Craig Failor, Village Planner, Mr. Jacob Karaca, Attorney

CALL TO ORDER: 7:00PM

APPROVAL OF MINUTES:

A motion was made by Vice-Chair Quinn to approve the minutes of **January 20, 2011**. The motion was seconded by Comm. Moran. All in favor of modified minutes, Aye, Opposed, Nay. Motion approved upon corrections.

A motion was made by Comm. Rouse to approve the minutes of **February 3, 2011**. The motion was seconded by Vice-Chair Quinn. All in favor, Aye, Opposed, Nay. Motion approved upon corrections.

A motion was made by Comm. Moran to approve the minutes of **February 17, 2011**. The motion was seconded by Comm. Moran. All In Favor, Aye, Opposed, Nay. Motion approved upon corrections.

A motion was made by Comm. Moran to approve the minutes of **March 3, 2011**. The motion was seconded by Vice-Chair Quinn. All In Favor, Aye, Opposed, Nay. Motion approved upon corrections.

Vice-Chair Quinn announced to let the record show; he would like to thank Ms. Mance for the transcription of minute taking for the Commission.

PUBLIC HEARING(s):

PC 1-01; Interfaith Housing Development (820-832 Madison Street & 436 Grove Street] The Applicant seeks approval of a Planned Development for a four-story LEED certified mixed-used building with approximately 5,200 square feet of first floor commercial space, fifty-one (51) one-bedroom supportive housing apartments ranging in size from

458 to 501 square feet. The applicant is also requesting eight (8) allowances from the Oak Park Zoning Ordinance.

FINDINGS OF FACT FOR THE DEVELOPMENT:

At this time, Chair Bolte announced the review of the draft findings of fact. A motion was made by Vice-Chair Quinn to approve the draft and seconded by Comm. Rouse.

After the final review and incorporation of minor changes to several paragraphs and several changes to the recommendation section; a motion to approve the Findings of Fact as revised was made by Vice-Chair Quinn and seconded by Comm. Rouse. A Roll Call Vote was taken.

ROLL CALL:

Commissioner Belenke - No
Vice-Chair Quinn - Yes
Commissioner Rouse - Yes
Commissioner Moran - Yes
Commissioner Roberts - Yes
Commissioner Guarino - Yes
Chair Bolte – Yes

VOTE: 6-1

Chair Bolte announced that this decision would go forward to the Village Board on May 16, 2011.

UPDATE ON GENERAL PLANNING;

Mr. Failor reported that construction is currently occurring on Roosevelt Road.

He also indicated that discussions for streetscape enhancements for Madison Street are underway. They are looking at different opportunities along the corridor, which includes: a bike lane, reducing traffic lanes from 4 to 2 with a center turn lane. They are also looking at different options that will help mitigate any impacts the residential neighborhoods adjacent the corridor. There may be a public meeting held in late April.

Discussions are currently going on with streetscape enhancements for Marion Street and Oak Park Avenue from Lake Street to Pleasant. (North/South Oak Park).

There is also discussion about looking at creating a plaza near the old Thyme and Honey Restaurant, (maybe a fountain...).

Comm. Rouse – Underpass at Harlem – what’s going on?

Mr. Failor said, it probably won’t happen for several years – 10 years.

Mr. Failor announced the acceptance of a federal grant of \$800,000 to work on Marion and Oak Park Ave underpasses. However, the money isn't available until 2012.

Mr. Failor announced that the Zoning Ordinance text amendments may be ready for the May meeting.

Chair Bolte acknowledged Commissioner Gary Belenke and Vice-Chair Mike Quinn for their contributions to the community and their dedication and long-term commitment to the Plan Commission.

At this time, a gentleman from the audience was given the directive to speak.

Mr. John Murtaugh, of 601 N. Oak Park Avenue. He was concerned about an issue that was brought up during the testimony regarding the public hearing of PC1-01: Interfaith Housing Development (820-832 Madison Street & 430 Grove Street) and would like the Plan Commission to reopen testimony.

Vice-Chair Quinn responded to let the record reflect that Mr. Murtaugh's testimony was acknowledged.

Chair Bolte suggested that Mr. Murtaugh take the issue up with the Village Board and reminded him that the testimony is closed at this time. Chair Bolte informed Mr. Murtaugh that we do not have the jurisdiction to reopen testimony.

OTHER BUSINESS:

Comm. Moran discussed PlanItGreen. She briefed the Commission on the Sustainability Plan. It covers transportation, building and property.

ADJOURNMENT:

A motion was made to adjourn. So moved. With no further discussion, the meeting adjourned at 8:50pm.

Respectfully submitted,

Andrea F. Mance
Recording Secretary

Other Commission Reviews

Village of Oak Park
Department of Public Works
Engineering Division

MEMORANDUM

January 27, 2011

TO: Craig Failor, Village Planner
FROM: Jim Budrick, Village Engineer
RE: Referral Items to Transportation Commission Relative to the
Proposed Interfaith Housing Development

The Transportation Commission met on Monday, January 24, 2011 to discuss the two items that the Plan Commission referred to them relative to the proposed Interfaith Housing Development Project. These included the use of traffic diverters on streets to limit the influx of traffic from the new development and the use of on-street parking to account for required development parking.

The Commission was provided with both the Developer's Traffic and Parking Study as well as Staff Reports provided to the Plan Commission on these topics. A representative from the Developer and their transportation consultant attended the Transportation Commission meeting to answer any questions the Commission had.

In summary, the Transportation Commission concurred with the opinions provided by staff on these issues. Relative to the use of traffic diverters, they felt that these types of devices should be used as a last resort since they tend to increase traffic on neighboring blocks. If the Plan Commission believes that the Developer should provide some insurance, in the way of an escrow account, for a possible influx of traffic the Transportation Commission is not be opposed to such a recommendation. As to the value of the escrow, they deferred to the Plan Commission.

As for the use of on-street parking to meet the requirements of the Commercial component of the Development, the Transportation Commission does not have any problems with this as long as overnight guests can also use them. The Commission raised some concerns with the available parking for potential overnight guests of the residents. Currently only 5 spaces on Grove would be available for such parking. Consideration may need to be given for making the spaces on Madison Street available for added guests. This would require a change in current policy relative to using arterial streets for guest parking.

Should you need any additional information please let me know.

MEMORANDUM

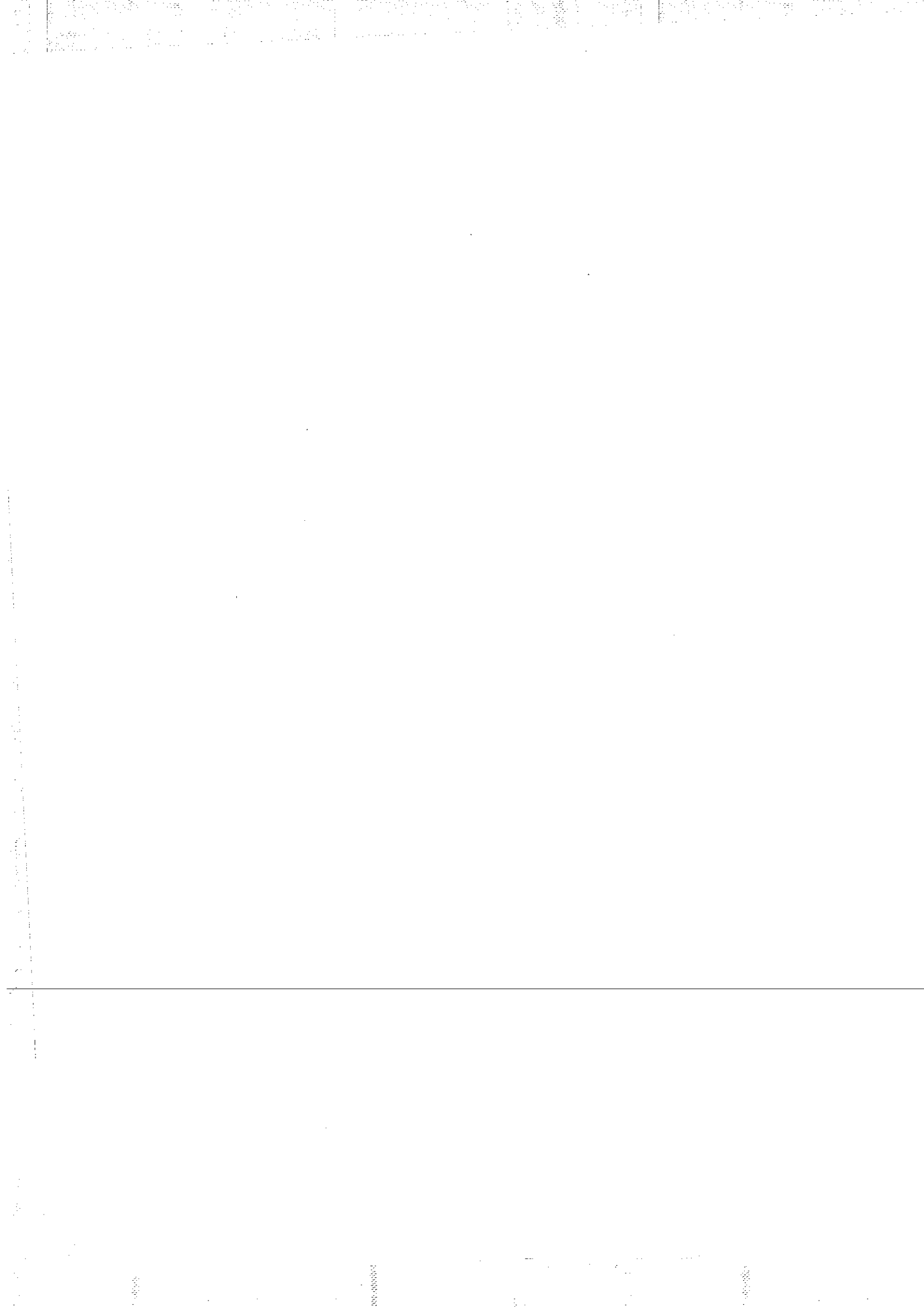
To: Linda Bolte, Plan Commission Chair
From: Cecil Hunt, Community Relations Commission Chair *CH*
Date: January 26, 2011
Re: Proposed development at 830/832 Madison

The Community Relations Commission held a joint meeting with the Universal Access Commission on Wednesday, January 19th to hear a presentation on the proposed low-income housing development at the former Comcast building at 830/832 Madison. The CRC is pleased to have been part of this important presentation that looks to provide affordable housing opportunities for residents seeking affordable housing in Oak Park.

The presentation, conducted by Mr. Perry Vietti from Interfaith Housing and Edward Solan of the Oak Park Housing Authority was informative and outlined many facets of the design and purpose of this project. The Community Relations Commission supports the project as it provides a much needed source of housing for persons who might not otherwise find suitable, affordable housing in Oak Park.

If I can be of any assistance in this matter, please do not hesitate to contact me at 7hunt@jmls.edu.

Cc Cedric Melton, Community Relations Director



MEMORANDUM



DATE: For February 3, 2011 Meeting

TO: Linda M. Bolte, Chairperson
Oak Park Plan Commissioners

FROM: Robert G. Tucker, Chairperson
Community Design Commission

Re: **Interfaith Housing Corporation Development**

We appreciate the opportunity to review aspects of the Interfaith Housing Development application; specifically landscaping, fencing, and the parking lot paver system. At our January 10, 2011 meeting we developed our project review recommendations provided below.

1. Water Management/Sustainability - Since it appears the open space to the north of the building is not meant for passive or recreational use; as evidenced by the use of groundcover and not lawn grass on the landscape plan, it is suggested that either, a) an installation of several small or one really large rain barrel which can then be used to water the area or b) the creation of a rain garden to capture some water from the roof. In this case, the planting plan would have to be revised if a rain garden was proposed.
2. It is recommended that only Illinois Native Plants be used in this area. *Plants of the Chicago Region* by Swink and Wilhelm is the definitive guide.
3. Specific Plant recommendations are as follows:
 - a. Substitute *Quercus muehlenbergii* (Chinquapin oak) or *Q. ellipsoidalis* (Hill's oak) instead of the *Q. robur* (English oak), which is not native to North America.
 - b. *Euonymus fortunei* 'sarcoxie' - is considered as an invasive species in most of the east coast and Canada. It can spread by birds. Planting this is antithetical to 'green' or 'sustainability'
 - c. Substitute the IL native *Rosa carolina* (Pasture rose) for the non- native cultivar *Rosa pavement* 'dwarf'
 - d. *Andropogon gerardii* (Big Bluestem) - although a native, it is not appropriate for garden settings as it will get very tall and fall over. *Schizachyrium scoparium* (Little Bluestem) is a better choice provided the location is well drained and dry. *Bouteloua curtipendula* (sideoats gamma grass) is another good choice.
 - e. *Calamagrostis acutiflora* 'Karl Forester'(Feather reed grass) another exotic non-native with the potential to become an aggressive invader of natural areas. See 'd' above for alternatives.
 - f. *Pennisetum alopecuroides* 'Hameln' (Hamein Fountain Grass). See 'd' above for alternatives.
 - g. All three of the groundcovers and vines are non-natives and invasive and should not be planted. Please consider alternatives.

4. The Commission believes the pavers are a better solution for the parking lot, provided any excess groundwater will not pool in the parking lot and be able to access the public storm sewer system. It is also suggested, if possible, to create swales for the landscaped islands (similar to those in the Trader Joes parking lot) vs. raised and curbed planter beds. This will help with water absorption also.
5. The metal fencing should be a constant height and color, which includes the proposed artistic panels along Madison Street and Grove Avenue.

If you need any additional information prior to the meeting please let me know as soon as possible or if you have any questions, please feel free to contact either me by e-mail at RTucker@nhschicago.org or contact CDC's staff liaison Craig Failor at failor@oak-park.us / by telephone at 358-5418.

January 20, 2011

Ms. Linda Bolte
Chair, Plan Commission
Village of Oak Park
123 S. Madison Street.
Oak Park, Illinois 60304

Dear Linda,

In response to the Plan Commission's (PC) request, the Housing Programs Advisory Committee (HPAC) is pleased to provide background and input into your discussions regarding the application from Interfaith Housing Development Corporation (IHDC) for the "Comcast" property on Madison Street.

HPAC reviewed your concerns at our December 15th meeting and we have compiled the attached information that we hope you and your Commission will find useful in your decision making.

The Village of Oak Park is recognized as a pioneer in the area of fair housing and a leader in welcoming individuals of all backgrounds and economic levels to live in its community. Oak Park actively promotes a public image of diversity and has a long history of actively managing integration in our community.

HPAC believes that the IHDC's proposal continues this tradition and provides unprecedented opportunity to enrich life in Oak Park for all us.

Should you have any questions, or require further information, please do not hesitate to ask.

Sincerely,

Steven Glass
Chair, HPAC

CC: T. Grossman, HPAC members

HPAC Response to Plan Commission's Request for Information Regarding Interfaith Housing Development Corporation's "Comcast" Proposal

PC Issue #1: Definition of "affordable" housing

The common guideline is that housing is affordable to a household if they are not paying more than 30 percent of their income for their housing costs. Yet, the definition of affordability is a highly personal matter and one that is defined by an individual's and/or family's economic position and their willingness to pay the prevailing rental rate or not.

In 2008, HPAC was charged by the Board of Trustees to review and update a "2003 Affordable Housing Study." The budget constraints that followed soon after delayed HPAC's review until 2010 when we were able to submit our "Report on Affordable Housing Strategies" to the Board, which they accepted for further review, this past September.

In this report HPAC references a common marker for housing affordability that pegs rent levels to a family's earnings based on the Area Median Income (AMI). Our report highlights a lack of affordable housing in the Village for most lower-income families not eligible for state or federal subsidies, and notes that families who earn between 50 and 80 percent of AMI (\$37,550-\$60,100 for a family of four) cannot afford rental housing in our Village (pg. 6).

In the "Analysis of Impediments to Fair Housing Choice" (AI) report approved by the Village Board in January 2010, it was noted that between 2000 and 2007 household income increased faster than median rents, meaning it should have been easier for households to find affordable rental units. However, in that same time period Oak Park lost a significant number of affordable rental units: units renting for less than \$500/month decreased by 472, while units renting for \$500-\$699/month decreased by over 2,800. At the same time, the number of higher-rent units (\$700+/month) increased by 1,536 (pg. 41).

PC Issue #2: Impact on Neighboring Real Estate Values

Property values have steadily increased in Oak Park over the past decade and there is nothing about the IHDC development that HPAC believes would negatively impact property values.

An October 2010 article in *Chicago Magazine*, "Real Estate 2010: House Prices in Chicago and the Suburbs," revealed that since 1994, Oak Park's housing values have increased by 131.61 percent. This outpaces increases in Forest Park (+117.3%), Evanston (+83.22%), Cicero (+5.84%), and Berwyn (+23.72%).

The article also shows that even in our current economic environment, housing values in Oak Park have held their own, declining at a slower rate than those of surrounding or similar communities. Since 2009, housing prices in Oak Park declined 8.51 percent; significantly better than drops seen in River Forest (-24.09%), Berwyn (-18.42%), Evanston (-14.32%), and Cicero (-13.82%). Decreases in Forest Park mirrored that of Oak Park at 8.49 percent. *Source:* <http://www.chicagomag.com/Chicago-Magazine/October-2010/Real-Estate-2010-Suburbs/> Accessed Jan 7, 2011.

Despite the data, the concern that a development similar to IHDC's, or that a change in a neighborhood's profile could negatively impact real estate values is not new to Oak Park.

In the 1960s, the Village established its Equity Assurance Program (EAP) in response to the era's "white flight" that was occurring in surrounding communities. The EAP provides a Village-backed guarantee to make up any negative impact on real estate values resulting from a change in the racial profile of a neighborhood. The Village has never had to pay out on this guarantee. Currently, there are 29 households signed-up for the program that have not sold their homes, making them still eligible for this Village-backed commitment. Based on research by Village staff, those properties have all substantially increased in value.

In addition, numerous human service agencies operate subsidized housing programs within the Village today without disruption to daily life, without increasing incidents of criminal activity, without impacting a neighborhood's cohesion and integration, and without impacting property values. The Village does not receive any more complaints related to any of the subsidized housing programs, than it does from other types of rental housing in the Village.

Finally, the IHDC proposal includes renovations which HPAC believes can only positively impact the neighborhood's real estate values, as well as improve life for all residents of the Village. These renovations include: façade restoration of a historical building on a major thoroughfare, creation of new green space between the building and neighboring homes, and environmental remediation of old, underground gasoline tanks on the neighboring lot.

PC Issue #3: Housing Needs In The Village

As noted above, HPAC has participated in the creation of two significant housing reports to the Board of Trustees in the past two years – "2010 Analysis of Impediments to Fair Housing Choice" (AI) and "Report on Affordable Housing Strategies, Updated August 18, 2010."

The AI discusses a lack of affordable, accessible housing for persons with disabilities in Oak Park. The Oak Park Housing Authority (OPHA) has a waiting list for Mainstream Voucher holders (vouchers for persons with disabilities) that have an Oak Park residency preference; in total there are 206 single individual households with a residency preference on their regular waiting list (last opened in 2004). In addition, the AI notes that residents with mobility related disabilities find it very difficult to find accessible rental housing in Oak Park. Over 85 percent of our multi-family housing stock was built before 1978, without elevators or adaptable units.

IHDC's proposal addresses these two needs as their building accepts persons holding Mainstream Vouchers, will be fully accessible to persons with mobility impairments, and will have units that will be adaptable for persons with disabilities.

The "Report on Affordable Housing Strategies," which HPAC presented to the Village Board of Trustees in early September, 2010, is a series of strategies that HPAC recommended the Board consider implementing. The Board accepted our report but expressed a need for more time to review it fully. When HPAC produced this report for the Board, the IHDC application had not been filed. However, we were aware of the project and listed it as one of our recommended strategies to the Trustees.

Separate from these two reports, the Village has examined the need through its Consolidated Plan, which speaks to housing problems faced by low-income renter households in the Village and in a report commissioned by the Oak Park Township, which was supported by the Village and the Oak Park Residence Corporation. The Township's report found a need for 40-49 more units of senior housing targeted to one person households earning between 30 and 50 percent of AMI. Both of these populations could benefit from the IHDC proposal.

HPAC encourages PC members to review these reports which are available for download on the Village's web site.

PC Issue #4: Specific Issues Dealing With This Application

HPAC is aware of only one issue specific to this project that it feels warrants attention and that is IHDC's zoning variance request for height, parking and density. HPAC supports the required zoning changes as we feel the façade restoration, green space development and environmental remediation are fair trade-offs for the ensuing variances request.

Additionally, the AI specifically found that the Village's current parking requirement is an impediment that should be addressed because it unnecessarily increases the cost of development to require parking spaces where there is no documented need. Many of the residents living at the IHDC building will not be able to afford to own a car. HPAC believes that the location of the proposed project, on a major thoroughfare with easy access to public transit, is ideal for addressing the parking impediment.

HPAC has also learned that it has been suggested that the building should have 24-hour security. HPAC feels this is unrealistic and unwarranted. There are no other multi-family rental buildings in the Village with that level of security. Higher-end building such as Forest Place and retirement centers like Oak Park Arms have a 24-hour door man. There are no data that show the proposed population for the IHDC building is more likely to commit crimes than other residents of the Village.

Conclusion

From HPAC's perspective, the IHDC project provides many advantages to the Village, including:

- fulfilling a need for additional affordable housing already identified by the Board of Trustees, HPAC and partner agencies;
- providing new, stable housing for existing and productive Village residents and/or employees (ie: the building's target population) that otherwise might have to leave the Village;
- restoring the façade of a historically significant building, while also providing new green space, and remediation of an environmental hazard;
- securing and leveraging a new source of federal funding for Oak Park that otherwise wouldn't come into the Village;
- adding new consumers to support the area's, and the greater Oak Park's businesses;

- bringing new tax revenue to the Village: sales tax through the first floor retail tenant, and full property taxes from IHDC equal to those paid by any other developer; and
- converting a vacant building and corner into a vibrant community hub that is aligned with the Madison Street Improvement Plan development goals established by the Village.

In addition, the IHDC development is directly aligned with the Metropolitan Mayors Caucus "Housing Endorsement Criteria" (HEC) adopted by the Village Board on January 19, 2010 (see attached). All of HEC's general principles are addressed by this project.

- Principle 1: Promote Economic Development and Workforce Housing. The target population for the IHDC development are current residents and/or workers in the Village.
- Principle 2: Encourage an Array of Quality Housing Options. IHDC's development will provide new, one-bedroom apartments filling a need for low-income individuals.
- Principle 3: Support Innovative Community Development and Design. Redevelopment of an otherwise vacant property brings stability to the neighborhood.
- Principle 4: Provide for Mixed Uses Within a Neighborhood. The Madison Street Improvement Plan encourages this mixed use, and the IHDC project aligns with those goals.
- Principle 5: Minimize Cost of Municipal Services. The clustering of apartments in this building minimizes the per capita costs of municipal services needed to support the development.
- Principle 6: Promote the Use of Public Transit. The development is located on one of the Village's major thoroughfares with easy access to Pace and CTA el lines.
- Principle 7: Encourage Sustainability and Livability. The project includes façade restoration, creation of new green space, and remediation of an environmental hazard.

HPAC believes that the IHDC project is beneficial to the Village overall, and serves as an extension and reaffirmation of Oak Park's long history of inclusion and diversity in its housing stock. We see the project as embodying and continuing our Village's efforts to promote the fair and affordable housing values that are central to our community, and lend our support to the effort.



Metropolitan
Mayors
Caucus

Northeastern Illinois

HOUSING ENDORSEMENT CRITERIA

For our region to remain competitive, we must diversify our housing stock. By securing broad-based support for these Housing Endorsement Criteria, municipal leaders, neighbors, employers and community-based organizations can more effectively attract, identify and promote proposals for quality developments. To promote housing and mixed-use developments that meet community needs while also addressing broader regional sustainability and livability goals, new and rehabbed housing should meet most of the principles and criteria below:

GENERAL PRINCIPLES

Promote Economic Development and Workforce Housing

Housing, when appropriately located, encourages the expansion of existing and the location of new businesses and industries within the region. The mismatch between where the jobs are and where workers can afford to live has significant costs. Increasingly, employers recognize that local housing for all levels of their workforce promotes stability and productivity for the workers as well as the individual company.

Encourage an Array of Quality Housing Options throughout the Region

Redevelopments and new housing accessible to a wide range of income levels are needed to provide the local workforce and residents with a housing supply that is critically needed and currently lacking. By the year 2040, our region is expected to grow significantly, adding over 2 million people, and the housing market must be stabilized and expanded at all price points to accommodate this dramatic growth.

Support Innovative Community Development and Design

Quality residential and mixed-use developments maintain, enhance, or create livable streets, neighborhoods and public spaces oriented to the pedestrian. A variety of housing types provides a healthy mix of residents from different age groups, racial and cultural backgrounds, income levels and household types. New developments foster a sense of community, while promoting people's choice of housing, privacy and convenient access to nearby amenities.

Provide for Mixed Uses Within a Neighborhood

In order to enhance community livability and decrease auto-dependency, a mix of land uses within a neighborhood combines residential with retail, restaurants, schools and other amenities in close proximity. The location of schools, entertainment districts, parks, businesses, institutions, and recreational facilities will be consciously integrated with new and existing residential developments to encourage ease of pedestrian access.

Minimize Cost of Municipal Services

Clustering housing near existing infrastructure minimizes the per capita costs of municipal services by allowing for more efficiency and economies of scale.

Promote the Use of Public Transit

Housing, together with commercial space and public amenities, should be planned for, and built first, within walking distance of existing or planned transit service in order to strengthen transit ridership and decrease traffic congestion.

Encourage Sustainability and Livability

There are ample opportunities within existing service areas of our older cities and suburbs to provide for a portion of projected housing needs over the next 30 years. Infill development and redevelopment within

existing municipal areas and conservation developments are of tremendous value. Adhering to development policies that encourage compact, mixed-use development will promote an array of housing types and expand individual choice. This will advance other regional and community needs, such as the protection of open space and the growth of the local tax base.

SPECIFIC CRITERIA

Location

Infill development and redevelopment within existing cities and towns, as well as new conservation developments, will receive preference. In order to maximize compatibility with public transit and minimize auto use, housing within one mile of major transit services, a job hub or town center, provides a future market for transit. The project may be within two miles of a rail transit station if provisions are made to provide ongoing shuttle services to the future residents. Major transit service is defined as a bus or rail stop with peak period wait times of no more than 30 minutes. Major transit service also includes, funded, but not yet built, fixed rail stations.

Land-Use

New developments and redevelopments that aim to cluster housing in an efficient manner, in context with the surrounding community, to preserve natural resources and open space will be given priority attention. Higher densities and mixed uses are particularly appropriate near Metra and CTA stations to reduce the growth of traffic congestion on local and regional roads.

Attainability

Mixed-income housing developments, which include units accessible to moderate-income working families and to households with lower incomes, along with market rate units in the same complex, will be given preference. Developments that help balance affordability levels within communities, while assuring consistent quality and design, will receive strong support.

Design

New developments that stress quality design and construction to help ensure its long-term contribution to the improvement of the neighborhood will be given preference. The proposed buildings will fit their setting, complementing and enhancing the existing neighborhood, and promoting a sense of community, pedestrian friendly design and the other principles of good village design. Proposals will address transit use and access and, where appropriate, the potential for mixed-use.

Management

The management and maintenance of developments are as critical as the initial design and construction to meeting the goals of enhancing communities. Therefore, the capacity of the development team to successfully address long-term needs, as evidenced by its track record in selling, leasing and managing development properties, and its history with neighborhood and/or tenant relations, will also be considered.

Metropolitan Planning Council



The Housing Endorsement Criteria is a joint initiative of the Metropolitan Planning Council and the Metropolitan Mayors Caucus Housing Task Force led by Mayor Jeffrey Sherwin of Northlake and Mayor Charlie Pecaro of Highwood. For more information, contact Robin Snyderman, Vice President of Community Development, Metropolitan Planning Council, at 312-863-6007 or rsnyderman@metroplanning.org; or Allison Milld, Director of Housing Initiatives, Metropolitan Mayors Caucus, at 321-201-4507 or amilld@mayorscaucus.org.

ORIGINAL

2010-R-13_F_011910

**RESOLUTION
ADOPTING THE METROPOLITAN MAYORS CAUCUS
NORTHEASTERN ILLINOIS HOUSING ENDORSEMENT CRITERIA**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, adopts that the Metropolitan Mayors Caucus Northeastern Illinois Housing Endorsement Criteria is accepted in accordance with The Intergovernmental Agreement - West Cook County Housing Collaborative adopted July 20, 2009.

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

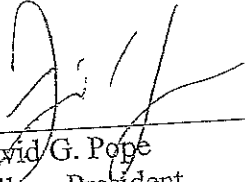
ADOPTED the 19th day of January 2010 pursuant to a roll call vote as follows:

AYES: Trustees Brewer, Hedges, Johnson, Lueck and Pate; President Pope

NAYS: None

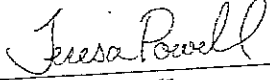
ABSENT: Trustee Hale

ADOPTED AND APPROVED by me this 19th day of January 2010.



David G. Pope
Village President

ATTEST:



Teresa Powell
Village Clerk

From: Linda Bolte [lmbolte@ameritech.net]
Sent: Tuesday, December 07, 2010 6:10 PM
To: Failor, Craig
Subject: Fw: letter to Plan Commission, from PAAC

Craig,
Please distribute to other commissioners.
Thanks
Linda

-- On Tue, 12/7/10, Sokol, David M. <dmsokol@uic.edu> wrote:

From: Sokol, David M. <dmsokol@uic.edu>
Subject: letter to Plan Commission, from PAAC
To: lmbolte@ameritech.net
Cc: "loretta daly" <dalyl@oak-park.us>
Date: Tuesday, December 7, 2010, 5:34 PM

Linda: please acknowledge receipt.....

ds

To: Linda Bolte, Chairperson, Plan Commission
From: David M. Sokol, Chairperson, Public Art Advisory Commission
Re: Proposal for Public Art for the Comcast Site Redevelopment
Date:

Perry Vietti, of Interfaith Housing Development Corporation and Dennis Langley of Weese. Langley, Weese met with the PAAC on Wednesday, December 1st, and made a presentation of their proposal for Artist Designed Steel Fencing at two locations at the site of the projected Housing Development.

The members of the PAAC were all intrigued by the proposal and pleased with the concept, the broad outline of the design of the fencing and walls, and the types of design that such artist designed steel fencing could take.

We suggested that there are many artists who would be interested in competing for the possibility of creating such a design, noted that even prospective residents could be involved in the selection, and offered to be of any help possible in finalizing the design, should the project be approved.

We feel that their proposal would well fit the aim of providing a public art compensatory benefit.

David M. Sokol, Professor Emeritus
Department of Art History [M/C 201]
University of Illinois at Chicago
935 W. Harrison Street
Chicago, Illinois 60607-7039
Office: 708 8481731; Fax: 312 413-2460 dmsokol@uic.edu



DATE: December 1, 2010

TO: **Linda Bolte, Chairperson**
Oak Park Plan Commission

FROM: **Dennis Marani, Chairperson**
Madison Street Coalition

Re: **Interfaith Housing Development Corporation [Comcast Planned Development]**

Dear Chairperson Bolte and Plan Commission:

After several presentations and discussions with the applicant *Interfaith Housing Development Corporation (IHDC)*, the Madison Street Coalition has reviewed their proposal for the northeast and northwest corners of Madison Street and Grove Avenue. The proposed mixed-use development, in a united historic and new structure, consists of fifty-one (51) rental dwelling units over first floor commercial with parking on an adjacent parcel across Grove Avenue. The applicant is proposing Silver LEED certification, a level above what is required, which includes but is not limited to a geothermal heating and cooling system, as well as increased green space and pervious pavers in the parking lot.

It is one of the Coalition's responsibilities to work with developers / property owners from the conceptual stage through the final development proposal to ensure that the Madison Street Corridor Plan's recommendations and the intent of the plan are being adhered to. Based on the Coalition's charge to ensure development along Madison Street is consistent with the corridor plan adopted by the Village Board in June 2006, the Madison Street Coalition finds that the proposed development comports with the Madison Street Corridor Plan. The Coalition does recognize that the parking lot does not meet the intent of the plan as it has direct exposure to Madison Street; however we also recognize that the parking lot was in existence prior to the Plan's adoption and Zoning Ordinance changes. IHDC has attempted to diminish any adverse impact the parking lot would have on the streetscape with fencing, art, benches and brick walls.

The Madison Street Corridor Plan calls for neighborhood-oriented and mixed use development focusing on landscaping and open space, historic preservation, small-scale neighborhood commercial uses, and residential units for the area. According to the Plan, this area should also focus on "green" building restoration or construction including LEED EB [Existing Building] certification or LEED NC [New Construction] certification. Some of the targeted commercial uses are; general retail, restaurant, copy centers, office supply stores, computer sales and service, cell phone stores, mailing services, stationary stores, legal services, green building demonstration center, architectural salvage retail and wholesale, and specialty hardware and building materials. The proposed development attempts to achieve each of these development recommendations. How the retail space will be utilized or how recruitment efforts will progress should be brought out at the public hearing by the applicant. The Coalition asks that the Plan Commission strongly consider in their deliberations such issues regarding parking, truck parking and loading, retail/commercial development, and commercial management.

The Corridor Plan also makes recommendations regarding development guidelines. The Coalition finds that the proposed building meets the intent of these guidelines even though the height of the building is 5.5 feet above that allowed by the zoning ordinance. The reuse of the existing historic building with newly designed floors above represents appropriate building design along Madison Street relative to massing and articulation, material and color, fenestration, form, and orientation.

If you have any questions regarding this matter, please feel free to contact me by telephone at 708/214-4482 or email at dennismarani@hotmail.com.

c. Craig Faylor, Village Planner
Plan Commissioners
Coalition Members



123 MADISON STREET, OAK PARK, ILLINOIS 60302

Date: December 10, 2010

To: Plan Commission

From: Historic Preservation Commission

CC: Craig Failor, Village Planner
Doug Kaarre, Urban Planner/Historic Preservation
Perry Vietti, Interfaith Housing
Ed Solon, Oak Park Housing Authority
Dennis Langley, Weese Langley Weese

Re: 820 Madison Street - Planned Development Application

The Historic Preservation Commission (HPC) reviewed the Planned Development application for the redevelopment of the building at 820 Madison Street. The proposal is to redevelop this vacant building into retail and residential by removing the EIFS cladding, restoring the original exterior, and adding two upper floors to match the original design. A section of the EIFS was removed in July 2010 to assess the condition of the original building. It was determined that it would be feasible to restore. In addition, in order to make their project work financially, the applicants propose to add two additional floors above, going from two to four floors total. Archival documentation on file with the Village shows that the second floor and roof were designed for a potential third floor, which was never built. A portion of the rear northeast corner of the building will be removed to create an L-shaped building above the first floor. A vacant lot across Grove Avenue to the west will be used as parking. Green space will be added along the north (rear) section of the site and will also be used as the location for a geo-thermal system. The HPC respectfully submits its comments for consideration during the public hearing.

BUILDING HISTORY

The building at 820 Madison Street does not have any local or national historic designation. The building was constructed in 1927 as the *Cadillac Motor Car Company*, and was designed by Albert Kahn, Inc. of Detroit. The building served as an auto dealer and service garage until 1981, when it was purchased by Cablevision of Chicago. At that time, the exterior cast concrete, limestone and brick façade was covered with EIFS. It was later purchased by Comcast. Although the building was identified in the Madison Street Corridor Survey as "No Merit" due to the EIFS façade, the preservation of the building is encouraged as it is a rare local example of an auto-related building designed by Albert Kahn. Kahn is internationally known for his industrial architecture, much of it auto-related in the Detroit area, and for numerous institutional buildings at the University of Michigan. Had the EIFS

cladding not been applied to the exterior, the building would likely have been identified as "Significant" due its connection with Albert Kahn and with the Madison Street Motor Row theme.

HISTORIC PRESERVATION COMMISSION REVIEW

The HPC's Architectural Review Committee reviewed preliminary plans on September 22, 2010 to provide feedback on the proposal to the applicants and their architect. This preliminary review was requested by the applicant as the Planned Development application had not yet been submitted. The ARC provided feedback and suggestions for minor alterations, most of which were complied with. The HPC reviewed the Planned Development application at their meeting on December 9, 2010. The HPC voted 10-0 to forward a letter of support to the Plan Commission with the following comments:

- The HPC supports the planned development application for 820 Madison, including the building restoration and the design of the addition.
- The overall design of the building with the matching upper floors will result in a nicely proportioned, attractive building. The matching design is the best solution in this situation rather than a different or modern design on the upper two floors. This solution restores the character of the original building and expands the overall design scheme, as was originally intended when the building was constructed in 1927. The plans to remove the EIFS and restore the limestone, brick and cast concrete façade will dramatically improve the streetscape and restore its historic integrity on the street.
- The added height of two floors is not out of character with the surrounding neighborhood. The HPC supports the request for a 5-foot height variance as the proposed height is necessary to maintain the proportion and overall visual balance of the building. Lowering the height of the upper two floors would result in the loss of the sense of proportion of the building found in the present design.
- The HPC supports the request for a variance for the front yard setback. Maintaining a continual façade plane for the front elevation of the building with the additional floors is again vital to the overall appearance of the building. Setting the third and fourth floors back from the existing building facade would visually detract from the overall proportion and balance of the building due to its low height.
- With the recent adaptive use and façade restoration of the Collins Building for Walgreen's across the street, this project will continue the needed physical improvements on the west end of the Madison Street corridor through the modernization and rehabilitation of older buildings while retaining their historic and architectural character as viewed from the street – a significant long-term benefit to Oak Park's historic built environment.

Please contact Commission Staff Doug Kaarre at (708) 358-5417 or kaarre@oak-park.us if you have any questions.

Other Organization Comments

February 1, 2011

Mr. Craig Failor, Village Planner
Village of Oak Park
123 Madison Avenue
Oak Park, IL 60302

RE: Segregation and Comcast Redevelopment Proposal, 820 and 823 Madison Street

Dear Mr. Failor:

The Oak Park Regional Housing Center is a 501(c)(3) non-profit organization with a mission to achieve meaningful and lasting racial diversity in Oak Park and the region. As the Housing Center has monitored the community discussion about the proposed development from the Interfaith Housing Development Corporation and its partners, we have noticed that the topic of segregation has arisen. The Housing Center works on a day-to-day basis to ensure an integrated housing market in Oak Park. In addition, the Housing Center is a leader in federal, state, and local advocacy efforts to promote integrated housing programs. As such, we feel compelled to provide input regarding the issue of segregation in Oak Park.

The Housing Center is confident that the proposed project will not contribute to segregation in Oak Park. Regarding racial integration, the Housing Center believes that the completed project is likely to attract a diverse racial population. People of all races and ethnicities will likely apply for rental units in the development. We also believe that the income-limits of the building pose no threat of economic segregation because the neighborhood surrounding the development is a middle-income neighborhood as designated by the Federal Financial Institutions Examining Council (FFIEC). According to the FFIEC, this tract is not distressed and has an estimated Median Family Income of \$86,077 – 115% of the median income for the Chicago MSA. In short, this building would provide affordable housing options in a tract that is not characterized as low- or moderate-income.

The Housing Center also believes that the fact all of the units would be income-qualifying does not pose a threat to neighborhood integration. The relatively small size of the building – 51 units – would increase the number of rental units available in this tract by only 2%. Both the actual number of units and the share of total units in the tract are insufficiently small to create a segregative effect.

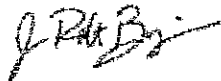
Given this reality, the Housing Center finds the claims that this development is akin to segregated public housing developed in the City of Chicago decades ago to be unsound. The proposed development is dramatically different than “traditional” public housing developments in at least three important ways:

- It is not publicly-owned housing. The building will be a private development, owned and managed by well-respected non-profit corporations.
- The number of units to be developed is smaller by at least one order of magnitude. Public housing developments included at least 10 times the number of units proposed here. In some cases, the number of units in public housing developments was more than two orders of magnitude larger than the proposed development.
- The neighborhood surrounding the development is not a high-poverty, impacted neighborhood. Public housing developments in the City of Chicago were targeted to poor neighborhoods. The site of the proposed development would be in a middle-income neighborhood.

Finally, the Housing Center believes it is important to understand the true nature of segregation. Segregation is a structural force that promotes separate and exclusive patterns of opportunity. In the case of housing segregation, this takes the form of patterns that separate housing choices by race and income. The proposed development works to counter structural patterns by providing affordable housing to people of all races in a neighborhood where very few affordable housing options exist. Moreover, they are affordable housing options that are rare within the entirety of Oak Park (as we noted in our analysis of comparable one-bedroom units on January 20). If the proposed development has any effect on the housing market in Oak Park, its effect would be integrative.

Thus, the Housing Center concludes that the proposed development by the Interfaith Housing Development Corporation will not create or promote segregation by race or income in Oak Park.

Sincerely,



Rob Breymaier
Executive Director

cc: Plan Commission Chair and Members

January 20, 2011

Mr. Craig Failor, Village Planner
Village of Oak Park
123 Madison Avenue
Oak Park, IL 60302

RE: Comcast Redevelopment Proposal, 820 and 823 Madison Street

Dear Mr. Failor:

The Oak Park Regional Housing Center has noted the community discussion about the proposed development from the Interfaith Housing Development Corporation its partners. Within this discussion is a debate over the number of comparable rental units already in the community. The Housing Center keeps regular data on the number of available rental units in Oak Park, including those that are listed with us by property owners and managers in the community and therefore would like to present you with information that might prove useful in presenting a factual account of comparable units.

Currently, the Housing Center is listing 133 one-bedroom units for rent. Of these 133 units:

- The average rent asked for these units was \$810
- 15 units were listed for \$700 or less
- 103 units were listed for \$750 or more
- 49 units were listed for \$800 or more

Sincerely,



Rob Breymaier
Executive Director

cc: Plan Commission Chair and Members

Submitted 1/20/11

ARCHDIOCESAN COMMISSION ON MENTAL ILLNESS/OFFICE FOR PERSONS WITH DISABILITIES
AND

FAITH AND FELLOWSHIP

38 N. AUSTIN BLVD.

OAK PARK, IL 60302

708/383-9276

FAX: 708/386-5190

www.miministry.org

Planning Commission
Attention: Craig Faylor, Village Planner
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Dear Mr. Bolte and Commissioners:

Faith and Fellowship and the *Chicago Archdiocesan Commission on Mental Illness* would like to add their voices in support of the Comcast Building renovation project proposed by the Interfaith Housing Development Corporation of Chicago, Catholic Charities of the Archdiocese of Chicago, and the Oak Park Housing Authority.

Especially in recent years, the need for affordable housing has increased. This creates problems for individuals, for families, and for the communities in which they live. Economic and emotional stability are equally dependent on having a permanent residence. So is participation in essential opportunities: employment, education, health care, and (when needed) social services. The crises caused by a family's or individual's loss or lack of housing creates a drastic trickle-down effect that has physical, mental, community, and social repercussions.

I have lived in Oak Park since 1974. One reason I chose to move into this community was its innovative, creative, and oftentimes courageous approach to dealing with the needs of its citizens. The proposed housing plan is one example of the concern our village shows for people in need.

The proposed units of affordable housing will provide additional options for low-income Oak Park residents who otherwise could not afford to live in our community. As a representative of *Faith and Fellowship* - a ministry in Oak Park for persons recovering from mental illness - and the *Archdiocesan Commission on Mental Illness*, and also as a long-time resident of Oak Park, I strongly urge the approval of this housing development plan.

Sincerely,



Constance M. Rakitan

Chair - *Chicago Archdiocesan Commission on Mental Illness*

Program Director - *Faith and Fellowship*

November 18, 2010

Mr. Craig Failor, Village Planner
Village of Oak Park
123 W. Madison Street
Oak Park, IL 60302

Frank J. Muriello, CRE, MAI
Real Estate Counselor/
Appraiser

Re: Comcast Building Redevelopment
820 Madison Street
Oak Park, IL

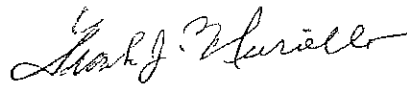
Dear Mr. Failor,

It is my understanding that the Village Board of Trustees will likely refer the proposal to redevelop the Comcast building to the Village Plan Commission. In advance of doing so I would like to indicate my support for the redevelopment plan.

I have read the presentation and view it as the fourth leg of the Housing Authority of Oak Park and Oak Park Residence Corporation's successful pursuit of providing our community with affordable housing. By way of review the legs consist of Mills Park Tower senior facility, Ryan Farrelly housing for the mobility impaired, The Oaks senior and housing for the physically handicapped, and now Madison Street for low income adults that live or work in Oak Park and stays on the real estate tax roll.

Finally, the point needs to be made that the Residence Corporation is the property management arm and continues to succeed in its endeavor to present attractive and safe housing to all Oak Parkers. Its quest to provide the "best product" in Oak Park creates a competitive challenge to secure our policy of economic and racial diversity.

Sincerely,



Frank J. Muriello

Ascension Church
808 S. East Avenue
Oak Park, Il. 60304
November 24, 2010

Plan Commission
Craig Failor
Village Hall
123 Madison
Oak Park, Il. 60302

Dear Craig,

I am writing you to put forth my support of the proposed development at 820 and 823 Madison Avenue here in Oak Park.

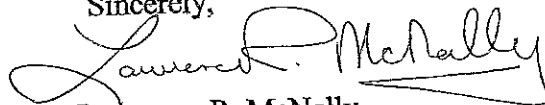
I am supportive of this development for two reasons. One is the Gospel thing to do and secondly, it is an Oak Park thing to do.

One, a Gospel thing to do as the Gospel tells us we must be compassionate. This development would show our compassion with Folks that have disabilities. The Gospel tells us we must be charitable. This development would show charity by making housing affordable for Folks to live in our four seasons of the year. The Gospels tell us we must be kind. This development would show kindness and understanding to the working poor, those with low income. The Gospel tells us we must use our talents and gifts for all. This development would help create jobs where indeed men and women could use their talents and gifts for all to benefit from.

Secondly, an Oak Park thing to do as no where have I ever lived in my 59+ years, has been there such an sensitivity and an awareness of the environment. This development would help eliminate some of our area environmental problems as well as paying attention to 'greening'. This is an Oak Park thing to do as this development is a creative way of going about justice for all which Oak Park is known for. This is an Oak Park thing to do as there is a caring here for one another and we must be economic-wise and this project would most certainly help our economy in keep all in 'well-being'.

I am most supportive of this proposed development. It is the right thing to do. It is the just thing to do. I join in with others who have spoken in favor of this development of 820 and 823 Madison Avenue here in Oak Park.

Sincerely,



Rev. Lawrence R. McNally
Pastor of Ascension Church



West Suburban PADS • 1851 South 9th Avenue • Maywood, IL 60153

Mailing Address: P.O. Box 797 • Oak Park, Illinois 60303-0797

December 16, 2010

Mr. Craig Failor
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Dear Mr. Failor:

I'm writing on behalf of the Board of Directors of West Suburban PADS in strong support of the proposed Comcast Development at 820 W. Madison Street by the partnership of Interfaith Housing Development Corporation, the Oak Park Housing Authority and Catholic Charities. The basis of our endorsement rests solely on the need for this type of supportive housing which addresses a housing gap in Oak Park.

The gap in housing for those at or below 50% of AMI continues to widen, making the need for development of this kind crucial. As a small evidence of the need, West Suburban PADS serves over 800 persons annually, across all of our programs. The majority of them would qualify for this type of housing based on their income level and the benefits they would gain from the wrap-around services provide by of supportive housing. Unfortunately, the demand for affordable housing in metro-Chicago far exceeds the supply. At the current rate of development it would take decades to meet the need.

There have been three main concerns raised by neighbors of the proposed development 1) variances requested by the applicants, 2) the targeted population (low income and/or disabled) and 3) the number of units proposed in the development.

First, under the Americans with Disability Act, a municipality is required to make reasonable accommodations in its zoning ordinances to allow the creation of housing for persons with disabilities. The request for a height variance and parking variance seem "reasonable" based on the size and scope of Interfaith Housing Development Corporation's previous developments.

Second, the proposed income-targeted population to be served by the project should have an equal opportunity to live in the Oak Park community. An equal opportunity to choose to live in a residential neighborhood no matter the cost of housing surrounding a development of this kind. The Fair Housing Amendments Act prohibits local governments from applying land use regulations in a manner that will give disabled people less opportunity to live in certain neighborhoods than people without disabilities.

Last, the number of units proposed by the project, 51, has also raised the concern of "density" and "a high concentration of low-income persons." The argument that parking problems will occur is baseless since most Interfaith developments have been granted variances because the individuals living in these buildings generally don't have automobiles. Finally, very often a community-based residential facility provides the only means by which disabled persons can live in a residential neighborhood, either because they need more supportive services, for financial reasons, or both.

Page 1 of 2



Phone: 708.338.1724 • Fax: 708.338.1745 • Toll Free: 1.888.338.1744
E-mail: contactus@westsuburbanpads.org • Web Site: www.westsuburbanpads.org

HOUSING OAK PARK

A coalition of concerned organizations and individuals formed to promote public policy on affordable housing and racial and economic diversity.

December 7, 2010

Village of Oak Park Plan Commission
Attention: Ms. Linda Bolte, Chair
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

RE: Comcast Redevelopment Proposal, 820 and 823 Madison Street

Dear Ms. Bolte and Commissioners:

Housing Oak Park (HOP) is a coalition of Oak Park organizations and individuals concerned with the adoption of good public policies to ensure affordable housing and diversity. We currently have a membership of 11 community-based organizations and approximately 150 individual members.

HOP strongly endorses the proposed Comcast Building renovation project proposed by the Interfaith Housing Development Corporation of Chicago, Catholic Charities of the Archdiocese of Chicago, and the Oak Park Housing Authority. This partnership of highly respected non-profits proposes to acquire and renovate the Comcast Building into a mixed-use building containing 51 one-bedroom units of housing for low-income households and 5,200 square feet of ground floor commercial space.

HOP is proud of Oak Park's strong historic commitment to provide an open and inclusive community for people of all races, abilities, and incomes. In this proud tradition we support initiatives that ensure a healthy and equitable housing market true to our community's values. HOP believes that the 51 units of affordable housing will provide options in Oak Park for low-income households who could not afford to live in our community otherwise. The rents (which include utilities) are well below average market rates for one-bedroom units in Oak Park.

In addition, the supportive housing services offer a safe environment to help residents live healthy, independent lives. Providing such services in an on-site manner is the most efficient and successful way to provide supportive housing. This development will also increase the availability of housing accessible to persons with disabilities. Moreover, this development will be marketed to the many Oak Parkers who are in need of affordable housing opportunities.

Housing Oak Park Organizational Members

Alliance to End Homelessness in Suburban Cook County - Catholic Charities of the Archdiocese of Chicago - Community Foundation of Oak Park and River Forest -- Thrive Counseling Center - Network of Spiritual Progressives, Oak Park Chapter - Oak Park Housing Authority - Oak Park Regional Housing Center - Oak Park Residence Corporation - Peace and Justice Committee of the Oak Park Friends Meeting - South East Oak Park Community Organization (SEOPCO) - West Suburban PADS

The Village's Analysis of Impediments to Fair Housing Choice identifies the need for more affordable housing and accessible housing in the community. This development will fulfill both needs in a manner that provides the best chance for residents to improve their lives. HOP firmly believes that a home is essential to personal quality of life and for communal well-being. A home provides personal stability and a foundation for individual self-improvement that is fundamental, regardless of one's income.

Outside of these benefits, it is important to add that this development will improve the quality of life in Oak Park in other significant ways including:

- Paying property tax on both the retail and housing portions of the development
- Adding to retail space on the ground level, which will generate jobs and sales tax revenues
- Renovating a badly deteriorated commercial building into a LEED-certified building
- Restoring the historical character of the building
- Eliminating environmental problems on the site

While disinvestment and segregation by race and income continue to hamper other communities in the region, Oak Park has the opportunity to further our core value of inclusion through an investment in its housing and retail markets. Moreover, there is an acute need for this investment in our community to ensure that affordable housing opens the opportunities in Oak Park to low-income households. We strongly urge the Plan Commission to approve this development as it is proposed by Interfaith and its partners.

Sincerely,

The Housing Oak Park Steering Committee

Rob Breymaier
Anne Frueh
Stuart Jamieson
Dan Kill
Rick Kuner

Lynda Schueler
Sandra Shimon
Sandra Sokol
Henry Zuba

cc: Mr. Tom Barwin, Village Manager
Mr. Craig Failor, Village Planner
Ms. Tammie Grossman, Housing Programs Manager



December 9, 2010

Planning Commission
Attention: Craig Failor, Village Planner
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

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Frank Muriello
Carolyn Poplett
Sherlynn Reid

President/CEO

Daniel J. Kill, LCSW, BCD

RE: Comcast Redevelopment Proposal, 820 and 823 Madison Street

Dear Ms. Bolte and Commissioners:

Thrive Counseling Center is pleased to endorse the Comcast Building renovation project proposed by the Interfaith Housing Development Corporation of Chicago, Catholic Charities of the Archdiocese of Chicago, and the Oak Park Housing Authority. As I understand the proposal, this partnership will seek to acquire and renovate the Comcast Building into a mixed use building containing 51 one-bedroom units of housing for single low-income individuals and 5,200 square feet of ground floor commercial space; and that the target market and priority for tenancy will be for those who work and/or live in Oak Park.

Several years ago, the *Thrive* strategic planning process identified the importance of affordable housing options for persons with very low income and disabilities – especially disabled persons recovering from serious mental and emotional illnesses. *Thrive* has worked with community partners to develop over 50 permanent supportive housing units in Oak Park and the western suburbs for *Thrive* clients who also experience chronic homelessness. There are, however, many clients who don't fit the criteria of this program who still require affordable housing. Some clients are on multi-year waiting list for affordable housing with the OP Housing Authority.

Lack of affordable housing is also taking a toll on outside family members. *Thrive* counsels parents whose grown sons and daughters have returned home because their earnings aren't enough to live on their own. This return home often causes interpersonal conflicts that are destructive to the parent-child relationship – and sometimes to the marriage. An affordable apartment venue would also give young adults with limited incomes the ability to live independently, stay in the community, and continue to call Oak Park their home.

THRIVE COUNSELING CENTER

Located in the Ray A. Kroc Center for Family Services
120 South Marion Street, Oak Park, Illinois 60302

t: 708.383.7600 f: 708.383.7780 tty: 708.383.2842
www.thrivecc.org



Linda Bolte
Comcast Redevelopment Proposal
Letter of Support

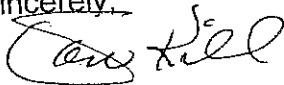
Lack of affordable community housing impacts members of our own staff. Social service salaries don't meet national benchmarks. *Thrive* employs staff whose salaries start at \$18,250 annually. Like other social service agencies in the community, staff members often find it difficult to make it on their own. Some staff members have already expressed an interest in this kind of affordable housing – if developed – that would be conveniently close to work.

Persons involved in the mental health recovery field believe that recovery isn't possible without the presence of stable housing. Sometimes we lose sight of the fact that a decent place to call home is applicable to people's happiness in general. With stable and affordable housing, a person won't have to choose between food and rent. Stable and affordable housing reduces financial stressors so folks can place more energy into living productive lives.

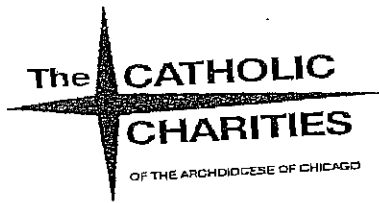
One of *Thrive's* operating principles is to ensure services are developed and delivered in a manner that promotes access to care and eliminates any barrier to services. *Thrive* also firmly shares Oak Park's commitment to support an open and inclusive community for people of all races, abilities, and incomes. These 51 proposed units of affordable housing will provide additional options for low-income Oak Park residents who could not afford to live in our community otherwise. The rents being identified – which include utilities – are well below average market rates for one-bedroom units in Oak Park.

On behalf of *Thrive Counseling Center* I strongly urge the Planning Commission to approve this development as it is proposed by Interfaith and its partners.

Sincerely,



Daniel J. Kill, LCSW, BCD
President/CEO



March 1, 2011

Linda Bolte
Chairperson
Plan Commission
Village of Oak Park
123 Madison
Oak Park, IL 60302

SUBJECT: The Commitment of Catholic Charities to the Comcast Development in Oak Park

Dear Chairperson Bolte:

It has come to our attention that there has been some question as to the commitment of Catholic Charities of the Archdiocese of Chicago to the affordable housing project proposed at the Comcast Building in the Village of Oak Park. The intent of this letter is to reaffirm our commitment to the project both in the development stage and going forward.

Interfaith Housing Development Corporation (Interfaith) first met with Catholic Charities management in June 2009 to determine the Agency's interest in this proposed development. After many months of meetings with Interfaith and the Oak Park Housing Authority (OPHA), Catholic Charities entered into a Memorandum of Understanding (MOU) with Interfaith and OPHA that became effective February 1, 2010. This MOU set forth the Agency's agreement and commitment to collaborate with Interfaith and OPHA to make this project a reality. Specifically, Catholic Charities has agreed to provide the Agency's social service expertise during the development phase of this project to develop a supportive service delivery plan, identify and develop service linkage agreements with local providers, assist Interfaith in identifying and securing funding for social services, and assist in identifying potential residential tenants for the project.

Catholic Charities' commitment to the project remains strong and the Agency has every intention of fulfilling its obligations under the MOU. Once the zoning process is completed in Oak Park and funding applications are submitted to various funders, Catholic Charities' intends to enter into a long term agreement with Interfaith and the OPHA to be the onsite social service provider for this development. As such, Catholic Charities will participate in the initial and the ongoing lease-up of the residential component of the development and we will provide ongoing onsite case management services to the residents of the building once it is operational.

THE CATHOLIC CHARITIES *of the* ARCHDIOCESE *of* CHICAGO
Saint Vincent Center
721 North LaSalle Street Chicago, Illinois 60654
Telephone 312.655.7000 TDD 312.236.2800 Facsimile 312.654.0849
www.catholiccharities.net

Catholic Charities has a history of making long term commitments to affordable housing developments. For example, in Lake County, we have been providing case management services to an affordable housing development for over ten years. The arrangement in Lake County is similar to the structure proposed for the Comcast development.

Although the details have not yet been finalized, the Board of Managers for the Comcast development will consist of representatives of the three nonprofit partners. As presently discussed, OPHA will appoint three managers, Interfaith will appoint two (one of which will be a member of the immediate community) managers, and Catholic Charities will appoint two managers. In addition to being the onsite social service provider, Catholic Charities will actively participate in the management and oversight of the development through the Board of Managers.

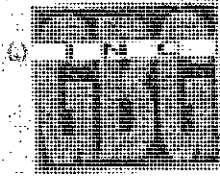
I hope this clarifies our role and commitment to this proposed development. We look forward to the opening of this development, which fulfills our ultimate commitment to serve those in need.

Sincerely,



Msgr. Michael M. Boland
Administrator, President and CEO

March 2, 2011



Ms. Linda Bolte, Chairperson
Oak Park Plan Commission
123 Madison Street
Oak Park, IL 60302

Re: Redevelopment of the Comcast Building

Dear Ms. Bolte:

My firm provides the risk management and insurance for Interfaith Housing Development Corp. (IHDC). This would include the construction related exposures for the Comcast Building redevelopment project.

I write to outline the IHDC "typical" insurance structure for the construction phase of developments. **Of greater interest to you, this also outlines the scope and level of protection available at the job site and to the immediate Oak Park community.**

❖ **General (Public) Liability**

General Contractor

\$ 1,000,000 Per Occurrence
\$ 2,000,000 Per Year or Per Site

❖ **Umbrella (Excess) Liability**

General Contractor

\$ 5,000,000 Per Occurrence
\$ 5,000,000 Per Year or Per Site

❖ **Owners Contractors Protective (OCP)**

IHDC (Project Specific)

\$ 1,000,000 Per Occurrence
\$ 2,000,000 Per Project Term

Diversified Insurance and Financial Services

CHICAGO, IL

40 WEST 162ND STREET / SOUTH HOLLAND, ILLINOIS 60473
TELEPHONE: 708-333-3378 / FACSIMILE: 708-333-3387
E-MAIL: dhitson@gbgins.com

MILWAUKEE, WI

In brief, the 'typical' IHDC construction period General Liability program (i.e. bodily injury, property damage, personal injury, etc.) would provide \$ 7,000,000 for any single event and/or claim and \$ 9,000,000 in total liability for the construction period.

We are hopeful that this information will provide a context for the risk (i.e. value of a single home) versus the available limits and protection.

More importantly, I would like to share that throughout IHDC's development history, there has never been a liability claim or incident involving damage to adjacent properties and/or the immediate community. Not one incident since 1992.

Thank you for your investment of time in reviewing my information.

Please don't hesitate to contact myself and/or IHDC with any further questions or concerns.

Sincerely,



Charles Hilson
CEO

CC: Perry Vietti, COO
IHDC

Public Correspondance

Failor, Craig

From: Alma Klein [almaklein@yahoo.com]
Sent: Thursday, January 20, 2011 4:54 PM
To: Failor, Craig
Subject: Support for the Madison Ave/Comcast project
Craig Faylor,

I am writing you to express my support for the renovation of Comcast building into apartments for low-income persons already living or working in Oak Park. I agree with my neighbor Linda Hill that many young adults, especially those with special needs, are going to need this sort of affordable housing if they hope to live independently. I also believe that, managed responsibly, the building will not be a sore spot on our block.

Alma Klein
727 S Grove Ave
Oak Park IL 60304

1/20/2011

From: christadesir@comcast.net

Sent: Sunday, January 23, 2011 9:45 PM

To: Failor, Craig

Subject: Proposal for Madison Housing Project

Dear Mr. Failor,

I would like to take this opportunity to let you know that I am in opposition of the proposal for the Interfaith Housing Project that is currently being discussed by the Planning Commission. This project has been rife with questions and problems from its inception. Regardless of anyone's feelings about section 8 housing, support for our lower income neighbors, etc. the bottom line is that the number of zoning ordinances that need to be overlooked alone should be enough to shut the project down. Tack on to that the difficult parking situation on Madison (which has been exacerbated by the demand of the new Walgreen's, not alleviated by it) and the necessity for leased commercial space on the first floor of the development and it seems that this is not the right place for this project. Retail commercial space is available in abundance all over Oak Park and has been since even before the recession. Banking on that income (even with a supposed 2-year buffer from Interfaith) is unrealistic because it also requires a retailer who is willing to set up shop in a low income housing project with very little parking. What would be the incentive for that when there are a plethora of other spaces available with more parking and less potential issues with neighbors? Lastly, this project is not receiving 100% support from the community around it (and quite frankly, not even 50%) and therefore is ultimately doomed to fail. Without the full weight of the community behind it, what is the likelihood of success?

Regards,
Christa Desir

November 29, 2010

Dear Mr. Failor and the Community Development Commission:

I'm writing to express my support for the conversion of the Comcast building on Madison to an affordable housing building.

From my viewing of the architects' drawings, this would be a huge benefit aesthetically to the neighborhood. The green design aspects (geo-thermal heating and cooling, use of an existing building, plans for apartments to receive more daylight) are forward thinking, cost efficient and good for the environment. This project is especially important as there is not enough affordable housing in Oak Park.

This seems like a perfect project for Oak Park to embrace. Thanks very much for your time. Please feel free to contact me with any questions or with any way I could help support this endeavor.

Sincerely,

Eddie Pont, MD
Oak Park

Failor, Craig

From: schmalburns@comcast.net
Sent: Thursday, January 20, 2011 4:54 PM
To: Failor, Craig
Subject: Comcast Building Development

Thank you for this occasion to express my opinions on the development of the site of the Comcast building on Madison Street in Oak Park.

I would like to add my support to the development of the Comcast building location as proposed by Interfaith Housing Development Corporation with the Oak Park Residents Corp and the Oak Park Housing Authority. There cannot be a better development team than these organizations who each have outstanding track records in developing buildings such as that proposed, and managing and servicing tenants of modest income. Of note is the fact that the Oak Park Residents Corp and the Oak Park Housing Authority have successfully provided for affordable housing in our Oak Park community over many years and are both locally based.

The need to provide housing and services to this proposed tenant population is great, and we in Oak Park have a responsibility to afford this opportunity in our community, particularly to our current and would be Oak Park residents and work force.

In addition to serving a needed segment of our community, the building itself will enhance the redevelopment of Madison Street. I have seen the architectural renderings and the building is aesthetically beautiful, modest in scope and will be a LEED-certified environmentally green building. It will prove to be an asset to this neighborhood.

In the past I have not been moved to express strong views about Village development, but if ever Oak Park were to develop affordable housing in our Village, it should be this development.

When my wife and I moved to Oak Park in 2000, I felt drawn to the values which I found in the Oak Park residents. Some 11+ years have now passed and these values are still as strong as ever in my friends and neighbors in the Village. For me, these values will be supported and sustained by approving this development.

I urge you and your fellow Commissioners to do so.

Thank you.

Mark Burns

My name is Samuel Knight and I work at Progress Center for Independent Living in Forest Park IL, as their Community Organizer. I also am lucky enough to live in Forest Park right across the street from where I work. My situation is a perfect example of one of the criteria that this housing development project in Oak Park is calling for which is affordable housing for the working poor of Oak Park to live and work here.

I also work with a few individuals who travel a great distance to get to and from work everyday, and the main reason that they make this trip is because of the affordability of the places in which they are living now. This Comcast Development would go a long way in giving them a choice to live nearer to where they work. I see first hand the negative impact that the long distance and time spent traveling can have on their day. An opportunity to live closer to their place of employment would mean a great deal to them.

On a more personal note I'd like to say I worked with a woman. She grew up in Oak Park and graduated from Oak Park River Forest High School. Oak Park is the place that she considers to be home and it's where her fondest memories were formed. She couldn't afford to live in Oak Park so she lives on the far South Side. This building would give her and others a chance at the opportunity to move home. Please allow them this chance. Thank you.

Failor, Craig

From: Betsy Davis [betseydavis@aol.com]
Sent: Thursday, January 20, 2011 4:15 PM
To: Failor, Craig
Subject: supportive housing i.e. Comcast development

Mr. Craig Failor,
Village Planner
Village of Oak Park

Dear Mr. Failor,

I fully plan to attend the meeting this evening (Thursday, Jan. 20) about the proposed Comcast Building development, but as I will need to arrive late am not sure that I will get a chance to speak.

Would you please tell the commissioners for me that I have been an Oak Park resident (address below) for 35 years, and in all that time I have been so pleased and proud of my village. This needed supportive housing is a continuation of the civic mindedness of our community that I have learned to love and respect, and I certainly do want to see this building built. I have visited similar supportive housing elsewhere in Chicago, and been impressed by the professionalism and compassion of the work of the fine people who keep these buildings going. I can't think of another project more needed than affordable housing, especially of this sort.

Thank you,
Betsy Davis (Elizabeth L.)

Betsy Davis
Piano teacher, Accompanist
Pianist for weddings, special occasions
336 S. Cuyler Avenue
Oak Park, Illinois 60304
www.DavisPiano.net
708-386-4804

1/20/2011

January 20, 2011

To the Members of the Planning Commission:

I am writing to express my concerns regarding the housing and retail proposal for the old Comcast building.

When I first heard that the Comcast building was going to be used for affordable housing, I thought it was a great idea--but then I read the proposal.

I am concerned about overcrowding in this area, and the impact on parking and traffic. I am also concerned that the retail on the first floor would have no designated parking.

It's my understanding that the proposal is for 51 units. The number "51" is based on the minimum number of units needed to qualify for government funding; it does not appear to be based on what makes sense as far as the neighborhood is concerned. I believe that 51 units for up to 102 people is too dense for this area. I think the number of units should be based on the size of the building and impact on the area.

I was disappointed to see that the units would only be 500-square feet for up to 2 people. At \$700 a month, these units seem expensive.

The Comcast building is in the Y4 parking permit area. This permit area is always sold out, and street parking is usually crowded each night. I believe that the plan will negatively impact the local parking situation for residents and visitors.

I am shocked that any proposal for retail space would not include designated parking for the business.

Lastly, I am concerned about how traffic in and out of the building will affect the Oak Park Avenue/Madison Avenue intersection as well as Grove Avenue. That corner is already often congested with traffic, and has recently become more complicated because of the configuration of the new Walgreens' parking lot.

It's my understanding that it would cost millions of taxpayer dollars to convert this building. After looking at the proposal, I don't see how this is worth it.

Thanks for your time,
Lisa Higgins
Oak Park Resident

ailor, Craig

From: Nicholas J. Brunick [nbrunick@att-law.com]
Sent: Thursday, January 20, 2011 3:10 PM
To: Failor, Craig
Subject: Comcast Redevelopment: In Support

Craig,
Would you please distribute my letter below to all the Plan Commission Members? Thanks very much and thanks for your service to the Village.

I am emailing to express my strong support for the proposed redevelopment of the Comcast building on Madison into retail and 51 apartments for people of modest means. My wife and I and our three daughters live about eight (8) blocks from the proposed development at 617 S. Scoville Avenue.

I strongly support the development for three main reasons outlined below.

One, I moved to Oak Park because of the racial and economic diversity and the Village's expressed commitment to creating a community where diversity of all kinds is welcomed, affirmed, and aggressively protected and promoted. I want my daughters to grow up in a community that says "yes" to the notion that disabled folks can find an affordable place to live in our Village (not in a state institution) and that those who work for low wages and provide service to our Village (in our schools, hospitals, retail establishments and restaurants, financial institutions, houses of worship, and social service agencies) can also live in our great community as well. The Comcast redevelopment will create homes for the disabled and for those who work at jobs that pay a modest wage.

For some, this is a cause for concern. I think it should be cause for celebration because I believe that it is our diversity (of both race and income) that has made Oak Park into a such a desirable place to live. And it is that desirability that is at the heart of our healthy tax base, strong property values, and high quality of life. We should all take great comfort and great pride in the fact that our own local institutions (the Oak Park Housing Authority and the Oak Park Residence Corporation) will be owning and managing this property. The Housing Authority and the Residence Corporation own and/or manage close to 1000 apartments or condos in the Village, including developments like Mills Park Towers. Most of these developments would meet the definition of "affordable housing" and they have not negatively impacted the rise of property values in Oak Park over the last three decades. To the contrary, their highly-effective stewardship of these properties is one of the major reasons why our community is a such a desirable place to live. It is also one of the major reasons why I believe the proposed Comcast Redevelopment will be a tremendous asset to the community -- one that will help us maintain the diversified housing market that is one of our Village's greatest strengths. In the aftermath of the housing collapse that recently brought our economy to its knees, Oak Park remains well-positioned to successfully weather both real estate booms and bust because our Village does not rely too heavily on any one type of property. The Comcast redevelopment strengthens this diversified housing market and perpetuates the diversity that continues to bring talented people to our community.

Two, we need to become a more sustainable Village. According to the Department of Energy, residential and commercial buildings are responsible for 40% of our energy usage and 38% of our greenhouse gas emissions. The proposed development takes a vacant, outdated building and will turn it into a LEED-certified, energy-efficient building. In addition, this development will create housing opportunities for people who work in Oak Park but cannot afford to work in Oak Park, which will create the opportunity for those workers to live a "sustainable lifestyle" by biking and walking to work here in the Village instead of travelling to Oak Park from another community.

Three, this development will generate jobs, economic activity, and new tax base in our Village (at a time when we desperately need all of the above). This development will remove a vacant building from

1/20/2011

Madison Avenue and replace it with a fully-rehabilitated, energy-efficient building – thereby adding tax base and tax revenue to the Village and its schools, parks, and services. The development will also bring new consumers to Madison Avenue in the form of 51 new tenants. If we hope to develop Madison as a lively, vibrant, walk-able corridor, we need to update and modernize the building stock on Madison and we need more “people” living on Madison. This development helps on both fronts. In addition, the fact that the tenants will earn modest incomes could be of great benefit to businesses on Madison and in Oak Park. Economic studies consistently indicate that people earning modest incomes (such as those who will live in this development) spend most of their incomes (out of necessity) on basic goods and services (most of which they find near to where they live). Finally, the rehabbing of the old building as part of an affordable housing development will create jobs and generate new income in the Village. According to the National Association of Homebuilders, a tax credit development like the one proposed for the Comcast site will generate, on average, approximately 75 local jobs (including jobs that remain after construction) and inject over \$3 million in new income into the local economy.

In addition to the three reasons outlined above, the Village Staff report to the Plan Commission as well as the submissions to the Plan Commission by the developer both appear to indicate that: a) this development is consistent with the Madison Street Plan; b) it fits within the context of the surrounding neighborhood of Central Oak Park, which is blessed with a mix of single-family homes, condos, and small and large apartment buildings; and c) the variances requested are either consistent with other variances that have been granted to similar developments or are justified by the specific details of this development (e.g. the parking variance is consistent with the demand for parking spaces that will be required for this tenant population).

grew up in Dixon, Illinois on a block with a tremendous mix of incomes – everyone from retail workers to laborers and construction workers to teachers and judges. That is not unusual in a small town where housing costs are low. But if we want that kind of diversity here in Oak Park (where housing costs are much higher because of our desirability and location), we will need to plan for it and say yes to things like the proposed Comcast redevelopment. The Comcast Redevelopment is a tremendous opportunity to make progress on many fronts. We can say yes to diversity, yes to sustainability, and yes to economic development on Madison Avenue. We can say “yes” to the things that have made Oak Park a desirable place to live for so many people. I encourage you to say “yes” to the proposed redevelopment of the Comcast site.

Thanks for your service on the Plan Commission and for the many hours that you give to examining and debating new developments in our Village.

Sincerely,

Nick Brunick
517 S. Scoville
(708) 383-0157

January 20, 2011

Mr. Craig Failor
VILLAGE OF OAK PARK
Plan Commission
Oak Park, Illinois

E Mail

RE: **Plan Commission**
Comcast Building Proposal
Letter in Support of the Proposal

Dear Mr. Failor:

The purpose of my letter is to indicate my support of the proposed project and to urge the Plan Commission to favorably decide in favor of the submittal.

I write this letter not knowing which "hat" to wear. I could wear my "Past Plan Commission Chair" hat and urge the Commission to follow the Comprehensive Plan which was developed during my time of service. The Plan indicates higher density development along major streets- like Madison Street. The proposal includes housing and retail space and, in my opinion, is compatible with the Plan.

I could wear my "Past President of the Board of Family Service and Mental Health Agency" (now named Thrive) hat. I can recall that when the agency was designing its new home on south Marion Street, many comments were voiced about "those people" that will now be on "our street". It did not take long, however, until everyone realized that the people that visited the social service agency were like everyone else except that they had some emotional issues. Today, the agency and its clients are an integral part of the neighborhood and the business community.

I could also elect to wear my "Professional Architect" hat and applaud the design and development team for proposing a solution to remove the dryvit cladding and restore the façade to its 1927 glory. I congratulate the team in their attempt to incorporate green elements for a LEED certified building.

In final analysis, I will just wear my "Oak Park resident for 40 years" hat and simply indicate my support for a project that proposes clean, safe, and affordable housing with social services for the working poor. In my opinion, the project represents what I believe Oak Park has represented- humane treatment for all persons.

Very truly yours,



Louis J. Garapolo, FAIA

Failor, Craig

From: Kelly_Hendrickson@ilnp.uscourts.gov
Sent: Thursday, January 20, 2011 12:25 PM
To: Failor, Craig

Subject: Affordable housing in Oak Park

Hello, my name is Kelly J. Hendrickson. I have been a resident of Oak Park for eighteen years.

I fully support the proposal to transform the Comcast building into a mixed use building of retail/commercial and affordable housing units.

I am a social worker and federal probation officer. I know through my personal, professional experience the interrelatedness of housing/transportation/employment and the correlation of the three with a person's ability to be a stable, contributing community member. The benefits to the community from providing affordable housing are plentiful.

Many people in urban areas do not have transportation. While Chicago has a somewhat comprehensive mass transit system, mass transit in the suburbs is not as comprehensive. Affordable housing in the community in which a person works would reduce absenteeism due to transportation issues.

The proposal includes policies and practices to screen applicants, ensure safety for building residents and neighbors and provide social services to residents to teach and support life skills. The goal is to provide stable housing for those who cannot afford private market driven housing.

The proposal would revitalize a vacant building at a time when the number of vacancies is increasing. Each day/week we hear of the impact of the decrease in tax revenues. This proposal would generate commercial/retail business and tax revenue as well as tax revenue from the building's residents.

Approving this proposal is one way our community can "do for the least among us."

I urge the planning commission members to approve the proposal.

Thank you!

1/20/2011

Failor, Craig

From: Patty Kudlacz [fairygodmotherspb@yahoo.com]
Sent: Thursday, January 20, 2011 12:44 PM
To: Failor, Craig
Subject: Comcast Developement

In my opinion this is a wonderful opportunity to provide affordable housing to the working poor. I urge you to continue this endeavor. Being a part of a thriving neighborhood does such positive things for ones' outlook and self worth. Benefits are immeasurable!!!!
~Patty Kudlacz

Failor, Craig

From: Mary Blankley-Celis [mblankleycelis@gmail.com]

Sent: Thursday, January 20, 2011 1:23 PM

To: Failor, Craig

Subject: Affordable Housing in Oak Park: Comcast Plan Commission Meeting

Dear Mr. Failor,

We wanted to express our sincere support of the redevelopment of the Comcast building on Madison Ave. We have been property owners in Oak Park for over eight years and have a strong desire to see our village create spaces that are not only aesthetically beautiful and environmentally sustainable but which also provide opportunities for inclusionary, affordable housing. We understand that the property will be designed and managed with expertise and attention to the needs of all the residents in the area. This project soundly reflects our values to participate in a strong, protective, diverse community.

Sincerely,
Mary and Jose Celis

1/20/2011

Failor, Craig

From: Will Ksander [wksander@sbcglobal.net]
Sent: Thursday, January 20, 2011 1:36 PM
To: Failor, Craig
Subject: Comcast Development

Dear Mr. Failor,

We are writing to express our support for the Comcast Development Project. As long-time residents of Oak Park, we value the diversity that has been a hallmark and a priority of this village for many years. Against much of the prevailing real estate wisdom at the time, we bought a home "east of Ridgeland" (Lombard & Augusta) in 1975, at the height of the first round of concerned debate about open housing. Contrary to the fear of the time, our property value did not drop; we sold the house in 2007, after it had significantly appreciated in value. Of course, that took many years, years during which we continued to live in Oak Park partly because of its increasingly progressive attitudes regarding open and fair housing and diversity in general. We have since downsized but continue to live in Oak Park, now enjoying the somewhat more urbanized landscape of DTOF.

The Comcast project looks to offer an opportunity for people of reduced financial means to enjoy residing in and contributing their gifts to our wonderful village. It will allow seniors to remain in the village that has been their hometown for years; it will allow folks working the village to afford to live here; it will give young folks who grew up here a chance to continue residence; it will make affordable and supportive housing available to persons with special needs. It's the next step in OP's long crusade for fair housing.

The concerns of some of Comcast's immediate neighbors--about parking, zoning variances, "density", property values and heightened exposure to crime--sound much like what we heard in the 70's. Oak Park leaders did not take counsel of their fears then but instead went on to develop a national model for open housing. We hope current leadership is equally courageous and compassionate.

Thank you, and good luck as Plan Commission works through this issue.

William G Ksander
Kathryn V Ksander
1040 Erie St, #410
Oak Park, IL 60302

Anderson M. 01.20.11 F
From: Mary Anderson [maryanderson98@yahoo.com]
Sent: Wednesday, January 19, 2011 10:13 PM
To: Failor, Craig
Subject: Comcast Development

Mr. Failor:

I am writing to voice my support for the affordable housing development at the Comcast building on Madison. My family just recently moved to Oak Park because of the diversity of Oak Park--diversity based not only on race, but on income, physical and mental abilities, and other background characteristics. We live at 608 S. East Ave., just blocks from the proposed development, and we look forward to this building being returned to its architectural beauty, seeing another example of green and sustainable development, and having more affordable housing development in Oak Park.

I do hope that the Commission decides to allow and support this development.

Regards,
Mary Anderson

From: klojas@aol.com

Sent: Thursday, November 04, 2010 8:10 PM

To: Failor, Craig

Subject: Housing Opportunity at former Comcast site

Please support Catholic Charities plan for supported housing at the former Comcast site. As a taxpayer and a mother of children with special needs, I support this development.

Kathleen Lojas
421 N Humphrey
Oak Park, IL 60302

Leonard 01.18.11 F

From: Nancy Leonard [4nbleonard@att.net]

Sent: Sunday, January 16, 2011 11:43 PM

To: Failor, Craig; Lindasew; Nicholas J Brunick; !Leonard, Byron

Subject: In support of the Interfaith Housing Proposal for the Comcast Bldg.

I live 2 houses south of Madison on Grove and am a wholehearted supporter of this project. My husband and I toured 2 projects in the city developed by IHDC and were very impressed with the programming for target populations (i.e. for foster children who age-out of the system coupled with grandparents and other relatives raising children. These older adults became a resource for the young people learning independent living.) The grounds, architecture, interiors and programming were especially appealing and added to the neighborhood--rather than detracting, as some who are opposed fear. Fear seems to be the driving force behind the opposition--loss of property value, increased crime and traffic, insufficient screening and supervision. Each of these concerns has been addressed satisfactorily by IHDC, in my mind. Diversity is a hallmark of Oak Park and one reason we have chosen to live here for 13 years. The village set an example in the 60's and beyond for successful racial integration, and now we have an opportunity to do the same for economic diversity. I regret a previous commitment prevents me from attending the Jan. 20 meeting. I hope to attend future meetings whenever possible.

Sincerely,
Nancy Leonard
515 S. Grove Ave.

From: Charlaine McAnany [charlaine70@att.net]

Sent: Sunday, January 16, 2011 7:01 PM

To: Failor, Craig

Subject: Affordable Housing

Dear Mr. Failor,

I am writing you to say I think the idea of building affordable housing in the old Comcast building is a wonderful idea. It will first of all be attractive, which the present building is not, and it will give 51 people housing that want a decent place to live but cannot afford first rate rent. I have in mind Eileen Eagan who worked at Jewel for years as a food sacker. Her health deteriorated to the point where she is now in a nursing home.

There is also a case I heard of recently that a person who lives in Oak Park has a brother who is now disabled and on disability and needs this kind of place to live. Since Catholic Charities will be present with Social Services I think it is a wonderful idea.

What is not so good, is how to rent the street level because the Village demands it be commercial. Why would you put that burden on an endeavor of this nature?

We have three affordable buildings in Oak Park that I know of. We may have more but I don't know of them. They have not caused any problems and I think people are happy they are here.

I highly recommend that you approve this affordable housing. Charlaine McAnany

From: McCann, Mark [mark.mccann@jpmorgan.com]

Sent: Friday, January 14, 2011 5:15 PM

To: Failor, Craig

Subject: Comcast Redevelopment

Mr. Failor:

My name is Mark McCann. My wife Debbie McCann and I live at 825 South Elmwood in Oak Park.

I am writing to support the proposed innovative redevelopment of the Comcast property into fifty-one units (I believe) of new, affordable housing.

Although I am not affiliated with this transaction, I am extremely familiar with the type of transaction that Mr. Vietti is proposing. I have an undergraduate degree from Northwestern University majoring in American History and Urban Studies. I have a Master of Regional Planning (City Planning) from the University of North Carolina – Chapel Hill with a focus area on Affordable Housing financing.

I happen to work for JPMorgan Chase Bank in our group that invests in affordable housing investments through the Low Income Housing Tax Credit program. I can say with a great degree of certainty that developments built under the LIHTC program are built extremely well, managed responsibly and operated with a recognition of the long-term importance of maintaining the marketability of the property. As an investor in these developments, I know that our bank...and many other large and small banks, insurance companies and other investors demand that not only that the properties house residents that meet the required income requirements, but that the property be managed in a way that ensures "street-front" appeal to potential renters, scheduled maintenance to ensure the building systems operate appropriately through the long-term investment hold and that appropriate tenant screening is used to ensure respect for the new property.

The LIHTC program not only has an impressive record of creating more reasonably priced apartment units than anything else in the country over the last twenty-five years, properties in the program exhibit much lower foreclosure rates than other multi-family housing properties. This is due to the substantial amount of equity in the transaction, which allows the debt to be manageable – allowing the owner of the property to focus on maintaining the property well, keeping occupancy rates (and tenant expectations) high. I am sure Mr. Vietti has offered Village Staff and other concerned citizens opportunities to see his firm's previous development work...and representative LIHTC housing developments across the Chicago MSA. Rest assured that well-designed and well-built (which I am certain in Oak Park it will have to be) affordable housing developments DO stand out...they just stand out for being among the best housing stock in the area. Certainly relative to the quality of many of our other under-capitalized apartment units in the Village, this property will be not only neutral...but a significant positive complement to the community. Knowing that there will be a local preference for the residents is the icing on the cake in regard to my support. The future residents of this property are already our neighbors and our community. The repositioning and remarkably attractive change to the Comcast building is the best of what urban planning suggests for the vacant building.

I appreciate the concerns expressed by neighboring residents, be it reflective of traffic concerns, security concerns and ensuring appropriate tenancy. I trust Mr. Vietti will continue to answer those questions as best he is able. I look forward to hearing more about this transaction, which I believe will be an exciting, responsible, well-built and well-managed...and yes... socially appropriate re-use of what for a long time has been a building that subtracts from the character and fabric of the community.

I am not certain yet if I will be able to attend on the 20th of January, but I wanted to write to express my support for this transaction.

Sincerely,

Mark McCann

Mark J. McCann
JPMorgan Capital Corporation
10 South Dearborn, 12th Floor
Mail Code IL1-0502
Chicago, IL 60603
312-336-2842 - w
312-909-0748 - m
mark.mccann@jpmorgan.com

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From: Pamela Brookstein-[pbrookstein708@gmail.com]

Sent: Wednesday, November 17, 2010 3:07 PM

To: Failor, Craig

Subject: Comcast Building Redevelopment

Dear Mr. Failor and Community Development Commission:

I'm writing to express my enthusiastic support for the conversion of the Comcast building on Madison to an affordable housing building.

First off, I saw the architects' drawings, and they are lovely. It would be a huge improvement to my neighborhood. The green design aspects (geo-thermal heating and cooling, use of an existing building, plans for apartments to receive more daylight) are forward thinking, cost efficient and good for the environment.

Secondly and most importantly, there is not enough affordable housing in Oak Park (or anywhere for that matter). I used to work for a Cook County Department of Public Health program that sent me to visit people who would have benefited from this opportunity. Many of my clients were working poor who desperately wanted safe, affordable places to live. They also wanted to be within walking distance to an abundance of resources, from drug stores to grocery stores. They were living with family members, or in substandard housing in unsafe areas, far from their jobs.

This seems like a perfect project for Oak Park to embrace. Thanks very much for your time. Please feel free to contact me with any questions or with any way I could help support this endeavor.

Sincerely,

Pamela Brookstein

616 Wenonah, Oak Park 60304

708-848-4459

From: andrea.kovach.[a_kovach@yahoo.com]

Sent: Wednesday, January 19, 2011 11:14 PM

To: Failor, Craig

Subject: weighing in on Interfaith Housing development proposal
Hi Craig,

My name is Andrea Kovach and my husband and I live about two blocks from the old Comcast building location. We wanted to weigh in with our thoughts regarding this project. We are supportive of the plan to provide affordable housing to low-income individuals. After reviewing available information, we have no serious concerns about the project that would outweigh the opportunity for an individual to have access to a safe, affordable home.

Sincerely,

Andrea

From: Stephanie Kissam [stephanie.kissam@gmail.com]

Sent: Wednesday, January 19, 2011 9:06 PM

To: Failor, Craig; Board@oak-park.us

Subject: I support IHDC/Comcast renovation and low-income housing

Dear Mr. Failor and the Oak Park Village Board of Trustees,

I am writing this evening because I am unable to attend the January 20th Plan Commission Hearing on the Interfaith Housing Development Corporation's proposal to renovate the Comcast building on Madison.

I am a very nearby neighbor (520 Carpenter Ave.) and I wholly support this proposal for the following reasons:

- The proposed use has a sustainable business plan. IHDC has developed successful projects like this in the past, and I believe there will be ongoing high demand for this type of housing from younger or older low-income residents of Oak Park who may benefit from the supportive services that this development would offer. I would much rather have a long-term neighbor than regular turnover.
- The proposed use and design for the building is consistent with the Madison plan.
- The proposed development plan offers housing density without increased traffic, given the proposed population.
- The proposed development is environmentally sustainable and will restore character to the street with the renovated facade.

I am particularly dismayed by local critics who have argued against this plan because it is "low-income," not "mixed income." The very density of Oak Park guarantees that we all have the opportunity to live in a "mixed income" neighborhood, and the income profile of proposed tenants would help us meet the "mixed income" ideal.

Thank you for the opportunity to provide comment, and I am sorry I will not see you all in person tomorrow night.

Thanks,
Stephanie Kissam
520 Carpenter Ave
Oak Park, IL 60304

From: Bob Haisman - OFA [gardenopr@sbcbglobal.net]

Sent: Wednesday, January 19, 2011 11:33 PM

To: Failor, Craig

Cc: Bob Haisman

Subject: YES to Comcast

Attachments: 00 Why I support the Comcast Proposal - commission.doc

Mr Failor -- Please Forward this to the Planning Commission.

Why I support the Comcast Proposal.

I live a block and a half from the old Comcast building on Madison Street at Grove Avenue. When I heard that the Comcast building was being considered for development as housing for the working poor, I took a tour of other properties developed by the Interfaith Housing Development Corporation and was favorably impressed. All were extremely well-maintained, security was evident, and tenants took great pride in their homes. I also studied the IHDC's project proposal and felt it was well thought out. The Oak Park Housing Authority has a long list of those who work in Oak Park and who need help with affordable housing.

This is a complex proposal, and there are questions yet to be answered. What I would hope is that the anger, vitriol and fear surrounding Comcast could somehow be contained by the Village approval process so those questions can be answered with reasonable objectivity. I attended Ad Hoc neighborhood meetings about Comcast since June. Several neighbors at those meetings did not seem to be interested in dialog -- only in killing the proposal. In my opinion, a climate of fear has developed around the proposal that has made rationale consideration difficult. There is no denying that there is strong neighborhood opposition to Comcast. However in my opinion, one sided, bombastic, fear mongering has silenced neighbors who might see benefits to our community by the proposal. That climate has stifled (in my opinion) even the asking and certainly the answering of fair minded questions. Somehow the planning committee needs to establish a climate of objectivity and fairness around the Comcast Proposal. Let it succeed or fail on thoughtful considering of the facts - **not bullying and fear.**

This issue is not merely what is politically possible. From my perspective a significant part of the Comcast proposal involves issues of faith. I know that religious perspectives brought into political questions can make people uncomfortable. But for me a large part of the Comcast proposal is involved with my religious faith. I couldn't help but ask myself ... *What would Jesus do?* I believe that Jesus was unequivocal. Jesus did not say "Help the poor when it is convenient, there is no chance of problems, and the project is far away." Jesus said, "Help the poor."

In my considered opinion, the Comcast proposal fits the values and vision of the Oak Park - I love and My church. I support the Comcast proposal.

Bob Haisman 632 So Grove Oak Park

383 2935

This E-Mail was sent to you by Bob Haisman and I'm responsible for its content - no one else! Gardenopr@sbglobal.net -
708 997 1993

**"When I give food to the poor, they call me a saint. When I ask why the poor have no food, they call me a
communist." Archbishop Dom Helder Camara**

From: epembroke@aol.com

Sent: Monday, January 17, 2011 5:03 PM

To: Failor, Craig

Subject: Affordable Housing

Dear Mr. Failor,

I am writing to express my support for the conversion of the Comcast Building into affordable housing. Oak Park needs to be able to offer a variety of housing to its community in order to preserve the diversity which is valued by those who live here. The benefits far outweigh any concerns and it will help to generate jobs, increase the tax base and contribute to economic activity in the community.

Sincerely,
Eileen Pembroke

From: Monique L. Carroll@BCBSIL.COM
Sent: Thursday, November 04, 2010 1:56 PM
To: Faylor, Craig
Subject: Interfaith Housing development in Oak Park

I just wanted to say I am in full support of the this plan as I would see it a benefit to the community and the families of the community who would need housing for love ones that would need to stay close. I have God son sho is 5 and his mother would greatly benefit from this opportunity as she can spend more time with him and be able to participate more in his life if she could be closer and continue to live independently.

The Interfaith Housing development at the old Comcast building on Madison at Grove is being reviewed by the village Planning Commission.

Monique Carroll | SSD Tech Consultant, SSD | Health Care Service Corporation | Office: 312.653.2909 | Monique_L_Carroll@bcbsil.com

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From: Pacer, Edward O. [EPacer@pecklaw.com]

Sent: Tuesday, January 18, 2011 3:23 PM

To: Faylor, Craig

Dear Planning Commission,

I am a lifelong Oak Park resident and am very concerned about the proposed development of concentrated subsidized/low-rent housing at the Comcast building location. I am also concerned that a concentrated subsidized housing development, like the one proposed, will stifle further development in the Oak Park Ave./ Madison area, which has traditionally been important to the life of the Village. I believe that if Oak Park has determined that there is a need for such a project, a better (larger site) would be at the Aldi location. I say "better" because I suspect that this is a larger and easier to develop space, which would cost less money. If it is a larger site, then it would also avail itself to a greater use mixture of larger as well as smaller units which would encourage the diversity that Oak Park has always strived for. Conversely, a high-density concentration of small low-rent housing units seem to directly conflict with the high ideals that Oak Park is know for. I shudder to think that Oak Park is now starting to develop buildings of this type at a time when Chicago has finally closed the doors on its projects.

If you need to contact me, I can be reached at the number below directly.

Sincerely,

Ed Pacer
824 S. Scoville
Oak Park Il. 60304

Picture (Metafile)

Edward O. Pacer, Esq.
Peckar & Abramson, P.C.
208 South LaSalle St.
Suite 1356
Chicago, IL 60604
phone 312.881.6301
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epacer@pecklaw.com
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From: Michael Nowicki [mjnowicki@yahoo.com]

Sent: Tuesday, January 18, 2011 5:57 PM

To: Planning@oak-park.us; DevSvcs@oak-park.us

Subject: Planning Commission
Planning Commission-

I am a lifelong Oak Park resident and am very concerned about the proposed development of concentrated subsidized/low-rent housing at the Comcast building location. I believe that that this type of development is not what Oak Park needs and or can support. This plan is nothing more than a glorified "project" and will be a detriment to the community and especially to the people who live near by. I ask that you please reconsider this plan and ask yourself if this really is the best use of this space. Diversity is something that we as Oak Parkers embrace. It is an inclusion that evolves naturally through the blending of different cultures, ethnicities and backgrounds. Diversity is not something that can be shoved down people's throats and quite frankly, that's what this plan is.

Thank you,
Michael Nowicki
721 Wesley

From: Karen Mullarkey Kerrins [karenmullarkeykerrins@yahoo.com]

Sent: Thursday, November 04, 2010 3:05 PM

To: Failor, Craig

Subject: Inter Faith Housing Project

Hi Craig,

I wanted to reach out and let you know that the Inter-Faith project is of great interest to Special needs parents throughout Oak Park and River Forest and the surrounding communities. This is a much needed opportunity for our children to be able to live independently yet be close to home in order for parents to still support them. There are too many kids aging out of school and group homes and a safe, close alternative is needed.

Please don't let the fear and ignorance of a few misguided folks regarding low income housing detract from this project. There are many good people in need of this project. The working poor, elderly and those with disabilities. I feel I need to speak out on behalf of all of those groups. There are more of us that will be reaching out to you. I am on West Suburban Recreations Board and also Oak-Leyden's fundraising Board. This project is needed and we will be strong advocates for it!

Thank you for your time.

Best regards,
Karen Mullarkey Kerrins

Jan 18th, 2011

Dear Members of the Village of Oak Park Plan Commission:

I want to write in support of the plan for the development of the former Comcast Building on Madison Street into an affordable housing unit jointly proposed by Interfaith Housing Development Corporation of Chicago, Catholic Charities of the Archdiocese of Chicago, and the Oak Park Housing Authority. I have been a resident of South East Oak Park for over twelve years, and am very proud of the witness of this Village and its citizens on behalf diversity and housing opportunities for all. I feel like the addition of this fine facility would only enhance Oak Park's commitment to this task.

In my career and profession, I have been working in the area of affordable housing for over 15 years, and this is one of the most exciting projects I have seen for a long time. A housing opportunity like this is the most effective way I know to truly enhance the housing opportunities in the Village.

An unfortunate reality that I have come across in my many years of working in the realm of affordable housing is a phenomenon called "NIMBY" – "Not in my backyard". NIMBY is a very prevalent and tricky strategy used by opponents of enhancing housing opportunity. Regardless of the presenting issue this (population density, community safety, building and location appropriateness, etc.) in objection to sound and reasonable affordable housing strategies, NIMBY can often be found. In NIMBY-driven arguments, what is usually just below the surface and thinly-disguised is the very narrow and short-sighted approach that the opponents just don't want this in their backyard – not for any reason, not at any cost. At its core, NIMBYism is entirely driven by an unfounded fear of those who might appear different, ignorance about property values, and misinformation about the quality of life needs and economic potential of those of low income.

I am very grateful that that Village of Oak Park Plan Commission is choosing to wrestle with this decision at this time. If I were to be so bold as to advise the Commission on this important discernment process, I would urge you to look beyond the irrational fear and misperceptions of a few people into true needs for community safety of all of our residents and the economic development of all of its citizens. When you do, I believe that you will find that the project proposed by Interfaith houses is the best choice for Oak Park's future.

Thank you for your fine acts of community service!

THANKS!

Stuart Barnes Jamieson

1020 S. Ridgeland

Oak Park, IL 60304

January 19, 2011

Dear Plan Commissioners:

I wish to submit this letter and picture in lieu of a 5-minute oral statement.

Subject: Public testimony on IHDC redevelopment of Comcast building

Testimony: Neither in favor or opposed

Person submitting statement: Melissa Mickelberry, 417 S. Grove Ave.
Oak Park, IL 60302

Specific concern: Traffic calming by installing diverters

Summary

The Plan Commission may or may not approve the IHDC Comcast project. No matter what the decision, I believe traffic diverters between commercial and residential properties would be a benefit to the developers, the residents and the Village.

Background

At the Jan. 6 Plan Commission meeting, Mr. Budrick, the Village engineer, stated that traffic calming diverters would be considered if more than 1,000 cars per day used a street. The current traffic study for this development does not indicate that level of usage.

Mr. Budrick's analysis may be correct from strictly a traffic-engineering viewpoint. However, I believe there are a number of valid reasons for requiring developers to include traffic diverters in their proposals.

Most of the commercial lots along Madison are very shallow. Many of these lots abut residential areas. With additional commercial traffic, neighbors become concerned about traffic, parking and safety issues. This "local" viewpoint can make them opposed to any type of development along Madison.

I would like to suggest the Plan Commission require that all commercial developments along Madison Street include traffic diverters, regardless of the potential number of cars. This would not be a requirement for cross-streets with stop lights such as Home Ave.

Inappropriate diverters

Many types of diverters have been installed in my neighborhood but they do not seem to be effective. Generally they are only "suggestions" for drivers. Examples of inappropriate diverters include:

1. Pavement marking with one minimal, low curb. This is at the west alley exit for the new Walgreens at Oak Park and Madison. Winter snow obscures the pavement signage and the low curb.
2. Low curbs and signage allowing only right turns. This is at Washington and Kenilworth for the Brooks Middle School. The right turn only rule seems to be followed only when the crossing guard is stationed at the corner.
3. Low curbs with flexible vertical sticks in the pavement. This is at the corner of Washington and Marion/Wisconsin. While this configuration is more visible, it is quite ugly.

Example of an appropriate diverter

Attached to this testimony is a picture of the type of diverter I think should be required of commercial developers.

This diverter has a regulation height curb, significant landscaping and signage.

The diverter is installed at the north end of the residential portion of the 400 block of north Maple, south of Chicago Ave. Although the grocery store is no longer there, I believe the diverter helped to reduce store traffic turning south into the residential portion of Maple. Instead traffic was directed north to Chicago Ave.

This type of diverter provides a physical and esthetically pleasing break between the commercial and residential portions of the street.

Benefits of diverters

There are several benefits of installing diverters

For the developers

1. It visually and physically separates the commercially zoned business area from residential area.
2. Escrowed traffic study funds would not have to include the potential cost of a diverter.

For the neighbors

1. From the project inception, neighbors would know the Plan Commission and the developer acknowledge there is a difference between commercial and residential use.
2. Restricted entry to the residential area provides an extra measure of safety for the residential portion of the block.

For the Village

1. A landscaped diverter between the commercial and residential portions of a street could become a signature look for development along Madison. The design firm, Altamanu, Inc., is currently contracted to develop a streetscape design for Madison. The diverter could become one of the branding techniques to give Madison Street a unique look.
2. This type of diverter would not block local traffic or police and fire department vehicles.
3. No cost to the Village. The developer could be required to pay for the design and installation of a traffic diverter at no cost to the Village.

I believe the neighbors would welcome any traffic calming device the Plan Commission could impose on developers, for this or any future development along Madison Street.

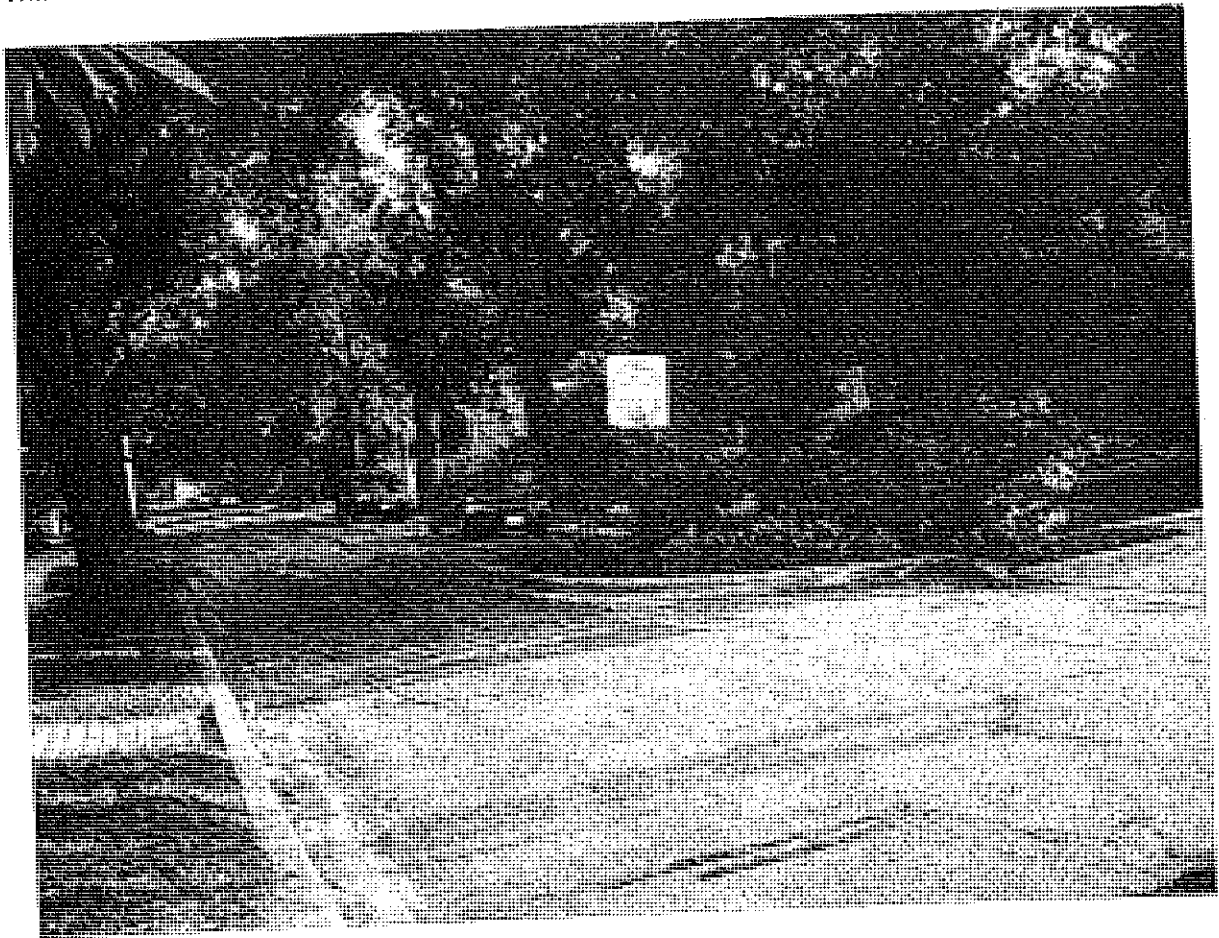
Thank you for taking the time to review this. You folks have a very difficult, time-consuming job. I certainly appreciate your efforts.

Melissa Mickelberry
417 S. Grove Ave.
Oak Park, IL 60302
(708) 524-4986
mickelb@gmail.com

Attachment

Sample diverter
On Maple, south of Chicago Ave., Oak Park

This diverter has a regulation-height curb.



To: Oak Park Plan Commission
From: Kevin Cuthbert, 625 S Oak Park Ave
Re: Comcast Development

Thank you for hearing my opinion.

I am opposed to this development.

Not because I think it might affect my property values.

Not because I fear having 50 "low income" residents 3 blocks from my home.

Not because of parking or congestion.

I oppose this on the grounds that it is simple a bad idea. In anyone's "backyard."

This type of housing project does not work – it has failed on a grand scale, nationally, and most people who are expert in this field do not recommend it. That the idea would even get this far is crazy.

The retail space is a pipe dream – I drive back and forth on Madison a lot, for years. There is a glut of space. There has almost always been a glut of space. So that part is destined to fail.

Oak Park has a relative glut of single room apartments available right now – 100.

It's basic economics. And the economics look really bad for everyone except the investors who will receive tax credits tied to construction. I am pretty sure that we need more benefit than that, don't we?

When you combine the economics with the huge lack of success others (with much more resources) have had with this idea it seems obvious that the best thing to do is to stop the madness.

While I can see that it is a noble idea, and could be considered to be in concert with the Village's overall values and ethos, it is simply a bad idea.

Vandervest 01.19.11 F

From: Roger Vandervest [rvandervest@sbcglobal.net]
Sent: Tuesday, January 18, 2011 8:35 PM
To: Failor, Craig
Subject: Affordable Housing On Madison

Dear Mr. Failor,
I want to register my support for the proposed affordable housing in the former Comcast Building on Madison in Oak Park. I feel that the people who will be living in the apartments that are to be built are people whose housing need for affordable rental apartments is needed in Oak Park and not currently available with the level of services the development will provide.
Respectfully submitted,
Roger Vandervest

Sounders 01.20.11F

From: Terese Souders [terese@me.com]
Sent: Thursday, January 20, 2011 8:29 AM
To: Failor, Craig
Subject: Support of Community Housing Development

Dear Sir-

I am writing this brief note to show my support for the community housing project on Madison. My husband, myself and our 2 children have lived on S. Elmwood for 4.5 years. Oak Park is really a community that stands apart from all other villages. This is one of the main reasons we moved here from the city. This development rings true to the fabric of our unique community.

I am unable to attend tonight's meeting, but again would voice my strong support for this project to continue with Oak Park's rich history of providing for and welcoming those with mixed incomes within OUR community.

Thank you,
Terese Souders
1024 S. Elmwood

Sent from Terese's iPhone

webster 01.18.11 0

From: Diane Girardi [dgirardi@earthlink.net]
Sent: Sunday, January 16, 2011 6:26 PM
To: Failor, Craig
Subject: Housing

Although it is not a popular stand.....my husband and I live in the neighborhood and do not support the proposed low-income housing in the Comcast building.
It is a lovely idea unless you live in the neighborhood.

Thank you,
D. G. Webster
L. Webster

Zuba 11.18.10 F

From: Henry Zuba [hzuba@aol.com]
Sent: Thursday, November 18, 2010 12:58 PM
To: Failor, Craig
Subject: Comcast Redevelopment

Dear Mr. Failor,

I am writing to support the redevelopment of the Comcast building by Interfaith Housing Development Corp.

I hope the plan commission will view their request for minor variations favorably and see the value of their proposal in the light of the need for this housing option. As I have stated in other meetings on the topic, I know of social service and child care workers who could take advantage of such affordable housing. They provide great service in our community and deserve our support.

Thank you and thanks to the Plan Commission for the consideration.

Regards

Hank Zuba

Timothy Sendek
116 S. Grove Ave. Unit C
Oak Park, Illinois 60302
tsendek@gmail.com

*via E-mail to failor@oak-
park.us*
December 16, 2010

Attn: Village Planner
123 Madison St.
Oak Park, IL 60302

Re: Written Comments of Timothy Sendek Regarding Proposed Re-Development
of Comcast Building at Grove and Madison

To Whom It May Concern:

We are submitting the comments below in reference to the proposed development at the corner of Grove Avenue and Madison Street near our home in advance of the meeting of the Oak Park Plan Commission meeting on today's date, which we will be unable to attend. We do not support this development for a number of reasons, including the fact that it is not in line with the values of the community of Oak Park or modern notions of affordable housing. Namely, the highly-compressed nature of the development and restriction to only low income singles is not in line with the spirit of inclusiveness of Oak Park and is not beneficial to the targeted residents.

Furthermore, the proposed development represents an unfair burden on the existing residents of the neighborhood, who are also overwhelmingly opposed to the development as currently outlined. We also are disappointed in the planners of this development, who have consistently promised to work with and address the reasonable concerns of our neighbors—but in the end, have simply not done so and have not changed the existing plan in any meaningful way.

I. THE PROPOSED DEVELOPMENT PROVIDES INSUFFICIENT PARKING

According to U.S. Census data from 2009, only 25% of households below the Federal poverty level do not own a vehicle.¹ The remaining 75% own at least one car, with 14% owning two or more vehicles.² The Federal poverty guidelines for 2009 defined the poverty level for a single person household as a yearly income of \$10,830.³ The proposed development, however, targets individuals making nearly two and a half times that threshold. This means that the car ownership profile among target residents likely to be closer to the whole population average of 92%.⁴ When spots for visitors of the residents are accounted for, the number of necessary spots further increases beyond the parking spots allotted for under the current plan. Thus, the proposal's unsupported assertion that "few residents will own cars" is plainly unrealistic.

With a minimum of 51 residents that likely have cars, the provided 31 parking spots provided is deficient when resident needs alone are considered. The deficiency is all the more apparent when it is considered that at least 12 dedicated commercial spots are required under Village guidelines, for which there will simply be none available after resident needs are (partially) filled. Therefore, the burden of overflow resident and commercial parking, likely totaling at least an additional 20-25 cars, will be taken up by already-strained street parking on Grove and nearby streets. Customers of businesses on Oak Park Avenue and others such as the Economy Shop at Grove and South Boulevard already fill such spots to capacity at busy times, leaving existing neighborhood residents without available street parking. Further taxing this

¹ American Housing Survey For the United States, National Tables: 2009 (Table 2.7)
("American Housing Survey 2009")

² American Housing Survey 2009

³ 2009 HHS Poverty Guidelines

⁴ American Housing Survey 2009

situation is highly unfair to current residents, and is the very purpose behind minimum parking requirements in zoning regulations.

II. THE PROPOSED DEVELOPMENT DOES NOT MEET ANY NEED IN THE VILLAGE OR PROVIDE ANY BENEFIT

The primary benefit advocated by the proponents of the proposed development is that it will provide housing to meet an existing need in the community. Such a need does not exist. Ample housing is already available in the community at the targeted price point of the development. For example, a search conducted on today's date of chicago.craigslist.com for Oak Park with a maximum rent of \$704 returns results of 191 available units in that price range—more than triple the number in the proposed development. Calls to the Oak Park Regional Housing Center confirm that there is a surplus availability of units in this price range. There is simply no deficiency of affordable housing for single residents in Oak Park.

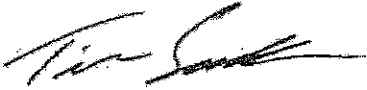
It is important to note that the proposal refers to the development as “supportive housing,” but does not even provide 24/7 on-site availability. The “referral and access to services” promised by the development is in no way tied to a need to combine a large quantity of low income residents in cramped quarters. Such services can be and are provided to those in need regardless of location of residence.

The assertion that the proposed development will provide much needed commercial space is belied by the fact that numerous empty or under-filled commercial space is presently available on Madison between Oak Park Ave. and Kenilworth. It is highly unlikely with all the available inventory of commercial space that the proposed development will be immediately or soon occupied. It is all the more unlikely that a business will be successful in the planned space when it is considered that there will be little to no available parking for customers under the current plan.

III. CONCLUSION

As can be seen from the above facts, the planned development at Grove and Madison will be unfairly detrimental not only to the existing neighbors, but also the targeted residents. At the same time, the development offers no compensating benefit for the density, parking consumption, and massing that it will cause in the neighborhood. A development like this one represents all the reasons why adherence to zoning regulations is necessary. No overriding benefit is offered that would justify a zoning variance, and the developer's requests should be denied.

Sincerely,



Timothy Sendek
Jessica Sendek

From: John Owens [owens708@comcast.net]

Sent: Wednesday, January 19, 2011 3:00 PM

To: Failor, Craig

Subject: Redevelopment of Comcast site

Hello Mr. Failor

will be unable to attend tomorrow night's Planning Commission meeting, but I want to go on record as a long-time Oak Park resident in favor of the development of the former Comcast site on Madison as affordable housing.

My wife and I moved to Oak Park 22 years ago, living the whole time at 708 Clarence Avenue. While not in intimate proximity to the proposed site, I have walked, biked and driven past it frequently for years and consider that we live "in the neighborhood."

For years I have been an active member of the Illinois Solar Energy Society and just this year with Oak Park Sustainability group. The "green" components of this redevelopment project show a thoughtful consideration of this building's role in local environment and contributes to Oak Park's reputation as a community that is aware of its responsibilities for eco-friendly development.

I also support the concept of economic diversity. I am uncomfortable with the idea that people who work in our community might not be able to afford to live here. Diversity was one of the factors that made Oak Park so attractive to me over two decades ago. In my opinion this affordable housing project contributes to economic diversity and that diversity enhances the quality of life in Oak Park.

I have often said I would never want to live in a gated community. I think going forward with this project helps keep the economic gates of Oak Park open and I urge its approval.

Sincerely,
John Owens
708 848-0307

From: Kate Walz [kateewalz@gmail.com]

Sent: Wednesday, January 19, 2011 10:32 PM

To: Failor, Craig

Subject: madison avenue affordable housing proposal - letter of support

We write in support of the proposal to convert the Comcast building on Madison Avenue to an affordable housing project. We moved to Oak Park this past summer so that our two young children could live in a community that welcomed racial and economic diversity. In order to truly welcome diversity, the Village and the residents must support the construction and preservation of affordable housing so that low-income households have a real opportunity to live here. Affordable housing can help stabilize a low-income individual's life and allow them to focus limited resources on other necessities such as transit, food, and health care.

It is distressing to hear some of the comments from the opposition, as many are based in unfair and inaccurate stereotypes of people living in poverty. As our nation has just experienced one of the worst economic downturns since the Great Depression, and millions of households have seen their incomes disappear, it is surprising to hear this lack of understanding or compassion for this needed project. After it is all said and done and the project is hopefully approved, we do hope that the opponents take time to reconsider their views and give this project, the development team, and most importantly, the project's residents, a fair opportunity to show it can be successful.

Kate Walz and Jeff Naffziger

541 S. Lombard

Oak Park

From: Edward Jenks [edwjens@sbcglobal.net]

Sent: Wednesday, January 19, 2011 2:17 PM

To: Failor, Craig

Subject: Affordable Housing

Unfortunately, I cannot attend the meeting tomorrow night about building affordable housing in the old Comcast building. I want to cast my vote in support of the Interfaith effort to provide housing. We have lived on North Humphrey Avenue for 34 years. Our alley backs up to the West Side of Chicago, but because Oak Park is such a strong community we have felt secure. The people who are afraid that this complex will make them less secure should have faith in the strength of Oak Parkers. The spirit of this community has been open and welcoming. Let's keep it that way.

Sincerely, Mary Lou Jenks

From: Hanford, Deborah [dhanford@thresholds.org]

Sent: Wednesday, January 19, 2011 2:53 PM

To: Failor, Craig

Subject: Affordable Housing in Oak Park: Comcast Rehab - OP Planning Commission Meeting

Dear Mr. Failor-


I am writing to you on behalf of Thresholds, the oldest and largest psycho-social rehabilitation organization throughout the state of Illinois. Thresholds provides recovery-oriented services to thousands of individuals diagnosed with severe and persistent mental illness each year and currently approximately 65 of our consumers live within the Oak Park community.

As the Program Director for Threshold's West Suburban programming, accessing safe and affordable housing is an on-going challenge in meeting the needs of our clientele. A vast majority of our clients are at extremely low income levels and therefore unable to pay fair market rents. Accessing affordable housing is the first step in assisting our consumers in achieving and maintaining psychiatric stability and working toward their recovery goals.

Since January of 2010, Thresholds has initiated services with 31 Oak Park residents suffering from mental illnesses. Twenty of these individuals were referred to us because they were either homeless or at imminent risk of losing their housing due to financial constraints. Sixty-five percent of all incoming referrals report housing as a primary need. We have assisted 8 of these individuals in finding permanent, safe and affordable housing within the Oak Park community. The primary obstacle which accounts for our 40% success rate in this area is the lack of housing resources. This project is a definite step in the right direction to work toward removing these barriers for Oak Park residents.

We wholeheartedly support the plans to increase the availability of safe and decent housing through this project. I thank you for your time.

Respectfully,

 Description:
<http://www.thresholds.org/imag>

Deborah Hanford | Program Director
dhanford@thresholds.org | www.thresholds.org
(773) 537-3892 | Main Office (773) 572-5500 | Fax (773) 537-3567

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From: Carol Wootton [wootton538@gmail.com]
Sent: Sunday, January 16, 2011 1:17 PM
To: Failor, Craig
Subject: Fwd: IHDC Comcast Plan Commission Hearing - January 20, 2011

----- Forwarded message -----

From: Carol Wootton <wootton538@gmail.com>
Date: Sun, Jan 16, 2011 at 1:09 PM
Subject: IHDC Comcast Plan Commission Hearing - January 20, 2011
To: failor@oak-park.us

Dear Board of Trustees,

My name is Carol Wootton, I have been a homeowner in Oak Park for 24 years and am writing to address the renovation of the Comcast building into apartments for low-income persons living/working in Oak Park, some of whom will possibly be young adults with special needs. I have confidence in our Board of Trustees to seriously evaluate what IHDC is proposing keeping in mind providing diversity in the Village of Oak Park can continue by making provisions with this thoughtful undertaking to include the special needs population. This is an important part of the equation as the purpose of this concept is not limited to only those who are low income nor will it be available to those residing outside of this 50,000 plus community. This minority deserves to have your consideration.

As a sibling of a special needs adult, I speak from experience having had to find placement for a 51 year old brother who had until the death of his parents, enjoyed a lifestyle of familiar routines and security. It is a privilege that we take for granted that these individuals do not have and if they do, more often than not it can mean placement away from their neighborhood and people they know. Many of these clients are already working in our community and most of them are still living at home with parents or siblings. If we are fortunate to have local businesses & organizations extend employment to these men and women, a progressive village that takes pride in the diversity we so proudly advertise, can and must seriously consider providing affordable housing to people of different means than most. I and many others here would not expect anything less. Our community needs to remember that low income does not equal poor character.

For all those testimonials you will be hearing for and against this proposal, there are many more that are in favor from whom the commission will not have heard from which is unfortunate. One cannot help but think of the old saying attributed to Mr. Hemingway of Oak Park's "broad lawns and narrow minds"... please do not prove this to be true in this case. This can work: with an effective property management, case workers/social services provided by Catholic Charities on site, stringent qualification checks by a strong tenant screening process, boundaries can be set and met. Criteria which will be need to be well established:

- a) Catholic Charities social plan (they will not want this to fail)
- b) Strong ensemble for the TSP which besides property management & social services must include at least one or more qualified community member. This committee will not only be targeting those with low income but must include subpopulations, i.e. veterans and special needs clients.

2). The on site property manager and social services staff need to be effective and have an established position to not only interact but react with residents so that there is

an effective presence on site.

Thank you for keeping an open mind and for your optimism that if any community can make this work and provide others with a model, Oak Park can.

Respectfully,

Carol Wootton

538 N. Euclid

Oak Park, IL 60302

(708) 848-1925 wootton538@gmail.com

From: ERIC WEGENER [emwegener@sbcglobal.net]

Sent: Tuesday, January 18, 2011 11:40 PM

To: Failor, Craig

Subject: Affordable Housing Plan

Mr. Failor,

my friend David Roth introduced me to the Plan for Affordable Housing that will be discussed this Thursday at the Oak Park Plan Commission. I am impressed with plan and it's goals. Like many people in the Chicago Area, I volunteer with PADS homeless shelter, so I am very aware that homelessness does exist in Oak Park. For those of us who knowingly spend time with homeless know that many of them are very close to regaining the normal elements we consider to be common necessities. Many work but cannot get regular employment without an address. Some of the homeless are children. I don't mean to make this about housing all of the homeless because I have witnessed some who are not striving and some who are not capable to lift themselves out, but there are those who are. These are people who can and do contribute, and with an opportunity, can do more.

I also believe, from what I have witnessed and the conversations that I have had, these people are here to stay. They identify with Oak Park and this area, it is their home. Fixed incomes, disabilities, hard luck, poor planning, and those rebuilding broken lives. These are our people.

Thank you,

Eric Wegener

From: Je Taun Shepherd [shepherd_j@sbcglobal.net]

Sent: Wednesday, January 19, 2011 10:09 AM

To: Failor, Craig

Subject: Affordable Housing in Oak Park

Je-Taun Shepherd

31 S. Harvey-Unit G

Oak Park, IL 60302

Dear Mr Failor:

I wanted to send an email to you, to let you know I support affordable housing in Oak Park. I think the housing project on Madison Ave should go on.

Sincerely,

Je-Taun Shepherd

From: charlesripp@comcast.net

Sent: Wednesday, January 19, 2011 6:51 PM

To: Failor, Craig

Subject: Affordable Housing

I encourage you to support and approve affordable housing in Oak Park. Oak Park takes pride in being a diverse community - diversity includes more than racial issues. It is important that people who are less fortunate than we economically have an opportunity to live in and contribute to our community. I hope you will support this program and make economically disadvantages people feel welcome in Oak Park.

Sincerely,

Charles Ripp
152 N. Euclid Ave
Oak Park, IL 60302

From: Sarah Rodriguez [sarahbeth3001@yahoo.com]

Sent: Wednesday, January 12, 2011 11:21 AM

To: planning@oak-park.us

Subject: former Comcast building development
Dear Oak Park Plan Commission Board:

Please support the move by Interfaith Housing Development Corporation to turn the former Comcast building into an apartment for low-income residents. My family moved here from Nebraska and purposely chose Oak Park not just for its beauty, but also for its diversity and its historical support for both. I ask that you continue the village's strong history regarding integration and move to accept the proposal for low-income housing.

Sincerely,

Sarah Rodriguez, PhD
233 N. Taylor

From: Jeffrey Shapiro [jshapiro2000@gmail.com]

Sent: Monday, January 17, 2011 4:40 PM

To: Failor, Craig

Subject: The Housing Development from Jeffrey Shapiro
Hi, my name is Jeffrey Shapiro and I am in support of the new housing on Madison. I have worked at Thrive Counseling Services for a little more than a year and I am a recovery specialist for the day program there. I am currently living with my father in Bellwood, IL and I would like to move into my own apartment. The building of the apartments would benefit me because I am working part time 30 hrs a week and at \$750 a month I would be able to afford to move. Right now, I am taking my time to move out, but with a place near my work to live which is affordable, I would certainly have an immediate interest. I appreciate your time and I hope that you will take my words into consideration.

Thanks,

Jeffrey Shapiro

From: Bill Skalitzky [wskalitzky@att-law.com]

Sent: Thursday, January 20, 2011 6:49 AM

To: Failor, Craig

Subject: Comcast Building Redevelopment

We are writing in support of the redevelopment of the Comcast Building. The rehabilitated building will be an asset to Oak Park. It will provide safe, quality and affordable housing to working individuals who earn less than 60% of area median income. The individuals who will be served are many of those who are paid hourly wages in the entry level jobs that Oak Park businesses (and those in surrounding communities) need to function. The property is well located near public transportation and shops, including the Jewel on Madison Avenue. The development team members have earned their stellar reputations through years of hard work at promoting, developing and sustaining quality affordable housing. The role of Catholic Charities as a support service liaison further enhances the appeal of this housing proposal, as the individuals housed will be provided access to the tools needed for future success. It is ironic to us that Oak Park, which loudly proclaims itself to be a diverse community, is (yet again) having such a difficult time embracing the concept of affordable housing within the Village. It is unfortunate that this proclaimed diversity commitment appears to have an unspoken minimum economic threshold. We urge approval of the redevelopment plan.

Bill and Liz Skalitzky

735 S. Elmwood Avenue

From: Sally Stovall [sallystovall@sbeglobal.net]

Sent: Saturday, January 15, 2011 2:40 PM

To: Failor, Craig

Cc: richard.alton@gmail.com

Subject: Comcast Building Development Proposal - Plan Commission Hearing

Mr. Craig Failor,

Due to a conflicting meeting I am unable to attend the hearing on January 20th, but I want to lend my support for the planned development of low cost housing in the former Comcast building. In my opinion, this proposed development is the right thing to do and the Oak Park thing to do.

It will restore a now-vacant property to its beautiful brick beginnings; it will generate jobs and add to the tax base and economic activity at a time when they are badly needed. The proposed development will create a "green" sustainable building; it will create housing for the local workforce; It is my understanding that the project will be managed by entities that already own and successfully manage over 600 apartments in town.

Finally it seems that it is the right thing to do because it will help to preserve Oak Park as a diverse, welcoming, and vibrant place to live. One of the main reasons that I chose to move to Oak Park 8 years ago is because of its commitment to be an open, diverse community. It is my hope that we will reconfirm that decision.

Please share this with other members of the Plan Commission.

Thank you,

Sally Stovall & Richard Alton
166 N Humphrey Ave #1N
Oak Park, IL 60302
H-708-386-1869, C-773-315-1109, W-773-564-8739

From: Joseph McDonald [jemedonald3@gmail.com]
Sent: Sunday, January 16, 2011 6:24 PM
To: Failor, Craig
Subject: Madison/Grove Affordable Housing Deelopment
Dear Craig,

I am writing to express my support for the proposed development of affordable housing on Madison St. and Grove.

I will provide testimony at the Plan Commission hearing on Thursday, and here is the text of my testimony:

As a life long resident of Oak Park I voice my strong support for this proposed development for these three reasons:

1. It will restore a now vacant building using up to date "green" technology.
2. It will provide much needed housing for people who currently live and work in our community.
3. It will be owned and managed by an organization that has a proven track record of success with these types of developments.

I strongly urge you to approve this worthwhile project."

Joe McDonald

300 N. Maple Ave. #10

From: Murtaghs [murtaghs@yahoo.com]
Sent: Thursday, January 13, 2011 4:19 PM
To: Failor, Craig
Subject: Plan Commission Reference

Dear Craig

At the January 6, 2011 hearing, the Plan Commission Chairperson questioned a statement regarding that the village board had received a presentation that stated that single unit housing was no longer an issue following the Y's decision that it was not moving. Below is an extract from a October 28, 2010 letter to the board in which I referenced the statement by Ms. Majorie Williams of Mullin & Lonergan Associates. The board meeting took place on 11/23/09.

would appreciate your sending my e-mail to the members of the Plan Commission.

Thank you

John

An electronic search of public records (Oak Park Board and Commission/ Committee minutes), minutes of the Oak Park Housing Authority and external government organizations reports do not indicate that single unit housing was identified as a priority, or in fact, a necessity. At the Special Meeting of the Village Board held on November 23, 2009, Ms. Majorie Williams of Mullin & Lonergan Associates noted that their Analysis of Impediments to Fair Housing determined that the loss of SRO units at the YMCA is no longer an issue, as the YMCA is not planning to relocate at this time.

From: Marc Linne [m.linne@sbcglobal.net]

Sent: Wednesday, January 19, 2011 4:47 PM

To: Failor, Craig

Subject: Proposed development of affordable housing
Dear Craig,

I am writing in support of the proposed development of affordable housing on Madison Avenue near Oak Park Avenue on the site of the former Comcast building.

My wife and I have been residents in Oak Park for almost 30 years (my wife actually grew up in Oak Park). One of the main things that attracted us to this village was its racial, ethnic and economic diversity. Although Oak Park is still relatively diverse, there are many who simply can't afford to live here because of the high cost of real estate and taxes and the changeover in the availability of rental property. If this continues, overtime we will become a community that will no longer be able to speak proudly of its diversity. I don't think we should let that happen.

I strongly believe that our community will become enriched, rather than endangered by allowing this development to take place.

Sincerely,
Marc Linne

From: Jane Beckett [jane_beckett@sbcglobal.net]

Sent: Wednesday, January 19, 2011 1:16 PM

To: Failor, Craig

Subject: Comcast Building

Dear Mr. Faillor -- please forward this testimony to the Village Plan Commission. Thanks --

Jane Beckett
1178 S. Clinton Avenue
Oak Park, IL 60304
708-524-8004

"I am an Oak Park resident and I support the plan to convert the Comcast building to affordable, accessible housing.

Currently, I live less than a block from a Section 8 building (corner of Kenilworth and Roosevelt Road). This 18-unit building has not ruined our neighborhood or created public safety issues; instead, it is home to well over 30 people, as the units are 2-bedroom units.

"I'm also aware of several other buildings in Oak Park that are designed to accomodate low-income people (including people who recieve TANF, which the Comcast building will not). One of these buildings, run by the Oak Park Residence Corporation, I've been in and out of for over ten years. It's a great building, very peaceful, and an asset to the community."

From: Chris Block [chrisblock78@sbcglobal.net]

Sent: Friday, January 14, 2011 1:50 PM

To: Failor, Craig

Subject: Comcast Building

Mr. Failor:

Good afternoon. I am writing in support of the redevelopment of the above as affordable housing. I have reviewed the proposal by Interfaith and the OP Housing Authority, and I know that both groups will do a great, responsible job in both the physical rehab, as well as the ongoing operations of the building. Both have long, impressive histories of doing just that. So I ask that their proposal be approved so that they can move on to the next level of approval with the Board. Thank you for the opportunity to comment, and have a great weekend.

Chris Block
336 S. Kenilworth

From: carole-albores [mannaalbores@gmail.com]

Sent: Wednesday, January 19, 2011 8:15 PM

To: Failor, Craig

Subject: affordable housing

Please include my name in support of developing the Comcast building for affordable housing for many within our own community. Oak Park has a rich history of being a compassionate community where people can live, work and feel supported in their hopes and dreams. We must give all people the opportunity to work and live productive lives. After celebrating and hearing again of the longings of Martin Luther King for *justice for all* we cannot in good consciousness say no to this effort. Thank you Carole Albores

Failor, Craig

From: Barbara Purington [bopuring@hotmail.com]
Sent: Tuesday, January 25, 2011 10:40 AM
To: Failor, Craig
Subject: Comcast Building

was advised by a Wednesday Journal reader to share my experience with you, in case you want to present it to the planning commission. Currently, I am a semi-retired Oak Park resident of twenty years.

Speaking from experience, when I was in my mid thirties, I worked in the non profit sector for inadequate pay, and therefore qualified for HUD housing. Since it was what I could afford I rented an apartment for almost two years in a large, modern HUD complex in the far west suburbs. The on-site manager screened potential tenants and did a good job managing the complex. However, sharing hallways and entrance ways with psychos, ex-cons, sex offenders, and gang bangers proved to be downright dangerous. There was no way to regulate visitors, paramours et al. Police were called to the complex on a regular basis. I broke my lease, lost my security deposit and moved.

In the 1990s, I worked in the northwest suburbs for a non profit agency. I often attempted to help my clients locate affordable housing. There were many apartment buildings with HUD rentals throughout the area: Hoffman Estates, Streamwood, Schaumburg, Hanover Park. Most had a reputation for being unsafe because the population of tenants included many alcoholics, ex cons, sex offenders, drug users/dealers, gang bangers, and paranoid schizophrenics--people who are underemployed and cannot afford apartments at market rates. Single parents, disabled adults, and elderly residents feared for their safety. Local police were all too familiar with these communities.

Ten years ago, when I worked for the state of Illinois, my job required home visits to families with disabled children who resided in the south metro and suburban areas. After the CHA demolished its Robert Taylor buildings, displaced residents dispersed to the far south suburbs with Section 8 vouchers. Apartment and condo buildings in Lynnwood, Richton Park, Sauk Trail et al were transformed into mini CHA projects when building owners accepted Section 8 vouchers en masse to fill vacancies.

All it takes is one tenant or visitor to become a menace to other residents. Evicting a problem tenant is difficult and takes time. The supporters of the Comcast building proposal who believe the lives of tenants and their visitors can be regulated 24/7 by an on site caseworker, are dreamers who need to take a good look at facts, not just ideology.

Barbara Purington
708-445-9304

Failor, Craig

From: Dianne Mc [bdmcdermott@comcast.net]
Sent: Wednesday, January 26, 2011 5:14 AM
To: Failor, Craig

Subject: comcast project

attended the meeting on 1/20/11 regarding the Comcast project. I listened intently to those in favor of the project. The word most used by the speakers was "diversity". Based on Merriam-Webster, The definition of diversity; the condition of having or being composed of differing elements : *variety; especially* : the inclusion of different types of people (as people of different races or cultures) in a group or organization. I would suggest that this project should be more defined by the word "segregation". I listened to the prospective (wishful) tenant profile offered in glowing terms by Oak Park residents in favor of this project. Grown children living at home with minimal jobs, or just graduated from college and returned home, young adults living in Oak Park with their parents who just want a place of their own. Do they honestly believe this fairy tale. They have been watching too many past episodes of "Friends". Do they really think any of these young people will get a place on Interfaith's waiting list because their parents want to turn that extra bedroom into a den? I also have a 23 year old granddaughter living in Oak Park with her parents. She is attending a local college, has a low paying job, mostly supports herself but is well below the income limit. She has numerous friends in exactly the same position. By the way, they all have cars. They haven't got a chance of being considered for residency in this project and neither do any of the other young adults described by the speakers. I don't know if this is wishful thinking, or if the speakers in favor of this project are purposely not informing themselves of the particulars of this project and tenant profile or that they are just naive. This is not the population that is going to be served by this project. For the developers to let these speakers believe there is any chance at all for any of these young people to be included in their "master list" is misleading at best. In my opinion, the developers will say anything at this point to get this project approved. There is a reason that the model for low income or subsidized housing is 20 or 25% low income residents in a building. Entire buildings occupied entirely by low income residents has been shown not to work for the building or for the residents. What these developers are asking for is a recipe for disaster and the board has a responsibility to the neighborhood to reject this project. To the sincere people who spoke in favor of this project, are you willing to bet your house on it? Please don't bet mine.

Dianne McDermott
412 S. Grove
708-386-8879

January 29, 2011

To: Craig Failor, Village Planner, and Plan Commission Members

I am writing to voice my support for the affordable housing project proposed for the redevelopment of the Comcast Building on Madison St. that is within five blocks of my home.

I have been engaged with the design of affordable housing and accessible facilities, although not involving any of the parties associated with the subject proposal. I have toured one property developed by Interfaith Housing Development Corporation of Chicago, consisting of four stories and 69 dwelling units, and found it to be well designed, built, operated and maintained. The atmosphere created for the residents is light-filled and uplifting. The project has been recognized with an award for its respect for the environment. I trust similar values and commitment will be brought to the Madison/Grove development as has been proposed.

Presently the Comcast Building is an unfortunate bland and fortress-like mass with no aesthetic interest that has been a personal eyesore since we moved to Oak Park fourteen years ago. The proposed design returns detail, color and architectural presence to the property, and it is worthy of the variances needed to achieve the intended design. The development compliments the multi-unit dwellings at the opposite end of the Grove Avenue block in use, scale and material, and for the single-dwelling properties in between, it provides a desirable separation from Madison Street.

The proposed mixed-use occupancy, retail ground floor along Madison and residential above, is a positive response to Madison Street, a significant arterial and neighborhood boundary. The development on the north side of Madison a couple blocks west of Harlem is a good and recent multi-use precedent. Further, proximity to public transportation, services, and goods, such as those available at the beautifully developed retail shop across the street to the south, is a benefit to this project's location. The project would also strengthen and enhance the the node of Madison Street and Oak Park Avenue along with the recent investments at the two south corners of this intersection.

Another significant aspect of the project will be its accessibility to persons with disabilities. By mere observation, much of Oak Park's multi-unit housing stock predates accessibility laws, and perhaps even a lesser percentage of Oak Park's affordable housing stock is accessible within the strict dimensional requirements of accessibility laws. As witnessed at a community meeting at the Oak Park Public Library, there are members of our community needing the opportunity of an accessible living environment, at an affordable level, where they can live independently, and remain close to family or other local ties.

In closing, my support is not loaded with facts and figures, solid or fabricated to defend an argument one way or the other. Nor is it loaded with fear or lack of tolerance for others with whom I may not share the same demographic profile. It is true that I do not live within a block's length of the development where its presence will be most apparent, but my support leans in favor of good urban planning, meaning that the location chosen for this development, or perhaps more correctly, the program developed for this location, is an appropriate response to the neighborhood edge and node that it reinforces and the community it serves. It is a credit to a village that can lift the well being of its population, and this development aims to serve a segment of ours that few developers or agencies are either willing or able to manage.

Timothy Blatner, AIA
600 block Wesley Avenue
Oak Park

My name is Craig Chesney; I live near the Comcast site, and would love to see the building reinvented. I also would like to help Oak Park continue to serve those in need. However, I cannot support this project as proposed because it requires an 11 unit variance that grants a large economic gain to the developer which is not returned to the Oak Park tax payer.

For a project this size, the financial Pro forma isn't thorough enough to paint a complete picture of the development. It is also inaccurate. They use an inflated figure (\$35ft) as a rent estimate for the commercial space to calculate the real estate tax estimate for the building. Yet, in another section, they use \$22ft to estimate the rent generated by the commercial space. Interfaith has said their rent estimate is \$22ft. If the \$22ft rental number is used to estimate taxes, the units necessary to support the development drop. The spreadsheet I have attached shows this. It also projects how the building will perform financially once commercial tenants are obtained and shows that the additional units create a large economic gain for the developer.

I have attached the original real estate tax estimate letter (page 384 of the development application) and an excel spreadsheet. Sheet 1 of the spreadsheet depicts different financial scenarios; Sheet 2 of the excel spreadsheet was created by a tax assessor. Sheet 2 shows how their real estate tax estimate uses a \$35ft rental estimate for the commercial space and what the real estate tax estimate would be if \$22ft was used. It also gives the breakdown of the real estate tax contributions from the residential and commercial space to the development.

The first 2 columns of sheet 1 of the excel spreadsheet depict their Pro forma. They use a **real estate tax number** (line 24) taken from the tax letter that assumes that the retail will rent for \$35ft. They state in the Jan. 5, 2011 memorandum that housing pays 100% of tax and insurance. They have stated that once retail tenants are found, the tenants will pay their portion of the real estate tax. The next column shows that once the commercial space contributes to the real estate taxes the building cash flows a positive \$79,461 annually. This is with the \$35ft assumption. The next column shows that only 40 units are needed to support the expenses once this occurs. **Once a commercial tenant is found they don't even need a variance!**

The next column shows what the building looks like with **their current** assumption that the retail will rent for \$22ft. If the commercial space is estimated to rent for \$22, the proposed 51 units generate \$82,800 annually

Chesney

when the commercial space pays taxes. The next column shows if the \$22ft figure is used, only 45 units are necessary **before** a commercial tenant is found to cover expenses. After one is found, 39 units support the expenses.

The financial gain from 11 additional units is substantial. The first column on the excel spreadsheet depicts 40 units as shown on Jan 5, 2011, side by side with the proposed 51 units. Notice the Net Rental Income/Loss is negative (\$50,618) in the 40 unit column versus positive \$18,843 on the proposed 51 unit. The financial effect of 11 additional units is \$69,461 annually. Over the 40 year life of the project this is \$2,778,440.

In terms of economic gain, there is a difference between granting a variance to a market rate project versus a subsidized project. A market rate development has about 20% margin per unit. 11 units that sell for \$250,000 in a market rate building give a developer about \$550,000, one time. The subsidized building gets \$69,461 in perpetuity and there is no construction cost or debt service associated with each unit. The economic effect of the additional units is amazing. Additional units create a large positive cash flow for a subsidized development and compensating benefits should be much greater because of this.

Essentially, Interfaith is asking us for a continual cash flow. Initially this will be used to mitigate the risk of finding a commercial tenant. The desire to do so is understandable. But if a tenant is found, we have lent them 2.78 million without an equitable return of capital. Their compensating benefits: pavers, iron works, a community room, actually come from the federal tax credits. They don't actually give us back any of the economic benefit they've received. If no commercial tenant is found, Interfaith will have to subsidize the space. They will do this at a lower cost if the variances are granted. Meanwhile, Oak Park will have lent 2.78 million with little economic return. We participate in the downside of the project.

However, when the commercial space is filled, Interfaith starts collecting the additional \$69,461 annually, which is gained from the additional units. I would suggest that an appropriate compensating benefit be a prorated amount (33% or more) of the Net Rental Income each year for the 40 year life of the project. An escrow could be established and funds would be distributed annually only after a full year of income is left behind. Or a lump sum could be distributed at an agreed time contingent upon a

Chesney

benchmark for financial stability. This would net the village about \$25,000 annually. We participate in the upside of this project.

This is at least a 12 million dollar project. We should also see a development budget. This shows sources and uses. I know that without an investor lined up at this point, they can't show exact numbers. Can they show a budget that would be similar based on past deals that they have done? I am not an expert, but I was told that low income deals typically have a developer fee built in. It can be up to 12.5% of a deal. This would mean a developer (Interfaith?) is getting paid 1.5 million or more on this deal. We should have full financial disclosure, even if estimated.

The community wants a less dense project. Inflated numbers lead to the perception that the developer needs more units. We should explore options that drop their fixed expenses. Lower fixed expenses decrease the need for additional units. The project can include market rate units. I have run scenarios with a few market rate units in the building. If included, a few market rate units without debt would lower the total number of units necessary to operate the building. They have stated that they have used conservative numbers. That means other items are marginally inflated as well. If there is a reduction in any of the other line items, fewer units are needed. If utilities could be reduced by solar energy, unit count would drop. Any reduction of units creates positive effects on the development. Fewer units result in larger units for tenants, less parking demand, even the possibility of a few 2 bedroom units. It would be easier to fill a smaller building with high quality tenants than a larger building.

The thing I want out of this process is what is best for our neighborhood, our community and the people we are trying to serve. I want this property renewed and Madison Street rejuvenated. But, I think variances should be granted based on what is good for the tenants, the neighborhood and all of Oak Park, not based on what expenses need to be covered. Conversely, if Oak Park grants the requested variances, the Oak Park tax payers deserve to be compensated in proportion to the developer's gain.

Sincerely,

Craig Chesney
634 Clinton

Chesney

	40 Units	51 Units	40	Proposed 51	45 Units Needed	39
	Interfaith's Pro forma	Interfaith's Pro forma Proposed	Actual Units Needed Once Commercial Pays RE taxes	Most likely tax info \$22ft	Most likely tax info \$22ft	Most likely tax info Actual Units Needed Once Commercial Pays RE taxes
	Units	Units	Units	Units	Units	Units
Affordable Units 460-504 sq ft	40	51	0	51	0	0
Market Rate Unit 940 Sq Feet	0	0	40	0	45	39
Affordable units 509 Sqr Ft	337,920	430,848	337,920	430,848	380,160	329,472
Tenant Rents	(10,138)	(12,925)	(10,138)	(12,925)	(11,405)	(9,884)
Vacancy	4,800	6,120	4,800	6,120	6,400	4,680
Misc Income	332,582	424,043	332,582	424,043	374,155	324,268
Gross Operating Income	12,000	15,300	12,000	15,300	13,500	11,700
Administrative	36,000	45,900	36,000	45,900	40,500	35,100
Tenant Utilities	20,000	25,500	20,000	25,500	22,500	19,500
Maintenance and Repairs	80,000	80,000	80,000	80,000	80,000	80,000
Administrative	24,000	24,000	24,000	24,000	24,000	24,000
Common Area Utilities	128,000	128,000	128,000	102,145	102,145	102,145
Real Estate Taxes	0	(60,618)	(60,618)	(38,102)	0	(38,102)
Commercial Portion of Taxes	45,000	45,000	45,000	45,000	45,000	45,000
Building Liability/Property	25,000	25,000	25,000	25,000	25,000	25,000
Maintenance Contracts	12,000	15,300	12,000	15,300	13,500	11,700
Replacement Reserve	382,000	404,000	321,382	340,043	366,145	316,043
Total Operating Expense	1,200	1,200	1,200	1,200	1,200	1,200
Debt Service	(50,618)	18,843	10,000	82,800	6,810	7,025
Net Rental Income/Loss	110,000	110,000	110,000	110,000	110,000	110,000
Commercial Income	98,000	98,000	98,000	98,000	98,000	98,000
Commercial Debt Service	98,000	98,000	98,000	98,000	98,000	98,000
Tenant Pays RE Taxes	(38,618)	60,618	50,618	38,102	38,102	38,102
Net Total Income Loss	30,843	91,461	22,000	94,800	18,810	19,025

Chesney

MADIGAN & GETZENDANNER

Mr. Perry Vietti
September 17, 2010
Page 2

Apartments net rentable square feet	24,225 @ \$ 1.25	=	\$ 363,375
Commercial/Retail square feet	<u>5,233 @ \$35.00</u>	=	<u>\$ 183,155</u>
<i>Gross Potential Income</i>			\$ 546,530
Vacancy Loss @ 5%			\$ 27,327
Effective Gross Income			\$ 519,203
Stabilized Expenses (excluding Taxes) @ 25%			\$ 129,800
<i>Net Operating Income</i>			\$ 389,403
Capitalization Rate (9% + 3.7%) ¹			<u>.127</u>
MARKET VALUE			\$3,066,165
Assessment Ratio (Blended)			<u>.146</u>
ASSESSED VALUE			\$ 447,660
2008 Tax Rates (2.9786 x .08565)			<u>.25511</u>
Taxes			\$ 114,198
3% per year adjustment (4 years)			<u>1.12</u>
2012 REAL ESTATE TAXES			<u>\$ 127,902</u>
		say	\$ 128,000

The foregoing projected revenue stream uses the high-end of the rental range. If calculated at the lower end of the rental range the 2012 projected real estate taxes would be \$97,058 say \$97,000. The mid-point of \$112,500 is the most likely real estate tax amount for this development.

If you have any questions, kindly contact me.

Very truly yours,



Donald F. Stanner

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¹ The tax load combines the mixed use of apartment at 10% and commercial at 25% of market value.

"Encourage your hopes, not your fears"
Janet and Rich Gayes

For years now, this bumper sticker has been on my family's refrigerator. Hope doesn't always come easy when your triplet babies are born prematurely, fragile with health problems and disabling conditions. Fear can pop up whenever you turn around: as babies – "can I do this?" Then as they grow older – "what will the future hold?"

The realities for those with disabling conditions are sobering: unemployment averages about 40% in Illinois; 70% if one is blind. Persons with disabilities represent two-thirds of those living in long-term poverty. Abject poverty or institutionalization are certainly not relics of previous times.

Due to their circumstances, two of our 25 year old children live at home with us. Hearing about the proposed housing plan for the old Comcast building, we wonder – could our adult children someday live there? Because of stamina and health issues, they may not have the capability to sustain full-time employment. However, with support, they can and do live full lives.

Of course, those with disabilities are not the only ones with low wages - we have teacher assistants, lunchroom monitors, nurse's aides, caregivers, grocery baggers (some of whom are OPRF special education graduates) and underemployed returning veterans. While these people may slip below the radar in this village of Hemingway and Wright, they are indeed an integral part of the tapestry of our community.

As I read the discussion about the proposed housing plan for the old Comcast building I see fear speaking – fear that "they" will pull down "our" community. The neighborhoods and children will be hurt, and housing values will fall. Individually addressing these concerns can be helpful. First, Interfaith Housing Development Corporation, the Oak Park Housing Authority, and Catholic Charities are reputable organizations with solid histories. The Oak Park Housing Authority website has a very detailed FAQ section, addressing many potential concerns. The Interfaith Housing Development Corporation website provides examples of successful existing supported buildings. Second, the proposed housing is permanent housing, not transitional or halfway housing. Third, tenants are screened with credit and criminal background checks, and tenants who are disruptive will be evicted. Fourth, as in all neighborhoods, our resident beat officers are always willing to work with the community to keep neighborhoods safe. Fifth, if we want to reduce illicit drug use, closing our high school campus, not allowing alcohol at teen parties and exploring ways to reduce demand with our Youth Services are likely to have the greatest impact.

We Oak Parkers have a legacy of courage and creativity in building the we call home. People with disabilities and challenging life situations are a part of, and yes, enhance this diversity. Frankly, the line between "us" and "them" is a blurred one - an illness, an injury, a job loss, the death of a loved one, or plain old aging could put anyone into a difficult situation. Let's not let uninformed fear govern our decisions. Instead, let's choose hope and work together for Oak Park.

Failor, Craig

From: Helen Shidler [h.shidler@comcast.net]
Sent: Monday, January 31, 2011 3:45 PM
To: Failor, Craig
Cc: 'NMR'
Subject: Objection to the Comcast building proposal

Dear Mr. Failor,
Please forward my objections to the Plan Commissioners. I was unable to attend the hearing on January 27th due to a work conflict. I am glad that my concerns can still be voiced and recorded.

To the Plan Commission:
I have several concerns about the Comcast development proposal.

1. I am concerned about the density, number of new residents, that this building will add to my block on Grove Ave. We are already part of the dense Washington Blvd. condo/apartment corridor.
2. The developers speculate that few renters in the building will have cars, but this is pure speculation. When they built my condo building 90 years ago, they built 5 garages for 18 units! The result is inadequate parking for current condo owners; most must rent a space at a minimum of \$60+/month. The reality is that the entire block is affected; the limits on parking times make the expense of even short term parking ticket high! When the developers state that Comcast dwellers could apply for street parking, I am frustrated because even now I cannot find parking in front of my house to unload groceries on weekends.
3. I am also concerned about the on-going control over the number, and the character, of occupants proposed for the building. When I heard of the experiences of my neighbors who have worked as resident managers in other Oak Park Residence Corp buildings, I foresee that high risk residents will likely slip into the ranks, and become worrisome neighbors.
4. I do not see \$700+ per month rent, for a barely adequate living space, as "low cost" to struggling individuals. Then, there is the plight of the children who must survive this cramped facility. We can do better.

Helen Shidler, 410 S. Grove

From: Dave Heidorn [heidwrite@sbcglobal.net]
Sent: Monday, January 31, 2011 12:42 PM
To: Failor, Craig
Subject: For the Record of the Interfaith Proposal for Madison-Grove
Dear Mr. Failor --

Respectfully, please include this email in the record of the Plan Commission's consideration of the proposal for the Comcast site at Madison and Grove.

Among the various reasons I am opposed to this project is that, before moving to Oak Park, my family and I lived about a block away from a residential facility serving the disadvantaged in Chicago. The drug use in front of our house, sex acts and, on the block of the facility, the hanging out on the stoops of neighbors of the facility that we witnessed makes it difficult for me and my family to fathom that Oak Park is even considering this project. Like Interfaith, the organization that ran the facility in our old neighborhood was well meaning and respected. The quality of an organization is not relevant. The reality is, any organization running a facility serving this population, or any population, cannot be responsible for acts of its residents or their visitors outside the facility. We know someone still who lives in a building overlooking this same facility and we have been assured that nothing has changed after the 11 years we moved away.

This weekend's New York Times has a relevant article about the residents' concerns in Chicago's 46th Ward that the presence of low-income housing is affecting the crime rate and the quality of life in that ward. We would hope that the members of the Commission could take the time to read the article, at <http://www.nytimes.com/2011/01/30/us/30cncward.html>, and ask if this is the kind of difficulty and protracted argument that they would like to bring to Oak Park. We fully understand those concerns reported in this article because we had the same concerns in our old neighborhood in Chicago.

The Commission should know that Interfaith's project at 4040 N Sheridan is in the 46th Ward, where the presence of such housing is of concern. At a meeting at my house in July, Interfaith identified the project as being in Lakeview and in a neighborhood like the Madison-Grove neighborhood. The truth is their facility is located in Uptown and a neighborhood that was already filled with multiple-unit housing with few single family houses. The neighborhood bears no relationship with the Madison-Grove neighborhood and Interfaith's project there did not double the size of a block of mostly single family residences, as this would. Any problems that the 46th Ward residents are experiencing would be exponentially experienced by the much smaller Madison-Grove neighborhood in ways that are predictable and avoidable.

That there can and probably will be problems posed by the population this facility will serve is of little doubt. I encourage the members of the Commission to look through the award-winning safety resource for low income housing prepared for Vancouver, which can be found at http://www.worksafefbc.com/publications/health_and_safety/by_topic/assets/pdf/SROBuildingOwnersManual.pdf. Interfaith has said not to call this facility an SRO. Yet, its beginnings come in an effort to replace the expected closing of the Y SRO. Call it what you want, it will serve the same population of people as an SRO. The Commission members should especially pay attention to the section starting at page 34 dealing with tenant issues. Among the safety issues it asks landlords of such facilities to think about are the following. --

- Do you have a tenant who does not follow the rules of the building?
- Do you have a tenant who appears to not understand the rules of the building?
- If a tenant is repeatedly breaking or ignoring a rule try to determine the reason for this.
- Do you have a tenant who has more stuff than they do space?
- Do you have a tenant who struggles to keep their apartment safe and

sanitary?

- Don't allow tenants to bring shopping carts inside, or restrict where they can be stored.
- Suite inspection should be done several times a year.
- Do you have a tenant who forgets to turn off the stove?
- Do you have a tenant who smokes and accidentally starts fires?
- Do you have a tenant who forgets to turn off the taps?
- Do you have a tenant who is always losing keys and wandering the hallways?
- Do you have a tenant who accuses others of being in their suites?
- Do you have a tenant whose behaviour is abusive?
- Do you have a tenant whose behaviour is disruptive?
- Do you have a tenant whose guests' behaviour is disturbing others?
- Do you have a tenant that you suspect has an alcohol or drug problem that is impacting on their ability to manage?

Of course, Interfaith and the supporters of this project do not want to bring attention to these realities unfortunately associated with the population low income housing serves, and so no provisions are made for this kind of behavior in their proposal. Most striking is that there would be no full-time staff presence. Even the worst SRO typically has a resident manager.

Many people find themselves economically disadvantaged for reasons that have nothing to do with their behavior. However, anyone who has lived or worked among low-income people know that many are disadvantaged only because of their behavior. If this facility were for our Village's handicapped or developmentally challenged, as many supporters seem to think this project's purpose is, the neighbors at the only neighborhood meeting we have had about the project said they could support it. Interfaith did not respond to that offer, made at the only neighborhood meeting that has been held, which was at my house in July 2010. The reality is, they could not respond to that offer because they know full well the kinds of low-income populations the funding for housing projects serve.

This project must be rejected. Oak Park is not large enough, our tax base is too unsurely based on the value of family homes to absorb the kinds of social costs even the 46th Ward cannot figure out how to address. At the very least -- like every other development project -- Interfaith must be forced into a dialogue with the Madison-Grove neighborhood to build an acceptable proposal. Why the private sector developer of the now empty lots at the end of Grove at Madison had to work with the neighbors for his for-profit project and Interfaith does not is difficult to understand. That developer's 50+ unit project was forced to accept a 30+ unit limit, based on the neighborhood's objections. As a neighbor of this project, I look forward to Interfaith's 51-unit proposal being given the same level of scrutiny by each of the Village bodies responsible to the people of Oak Park.

Thank you for your time.

Sincerely,

DAVE HEIDORN
821 S GROVE

From: Jim Schwarber [jschwarber@gmail.com]
Sent: Thursday, January 20, 2011 8:43 PM
To: Failor, Craig
Subject: Fwd: testimony
Craig,

Here is a copy of my testimony.

Begin forwarded message:

From: Jim Schwarber <jschwarber@hubgroup.com>
Date: January 20, 2011 3:40:59 PM CST
To: jschwarber@gmail.com
Subject: testimony

My name is Jim Schwarber, I live at 732 S Maple. I have been an Oak Park resident for 30 years. I am a member of Ascension Parish and a leader with United Power for Action and Justice.

I support the Comcast Redevelopment project because it reflects Oak Park's values of Diversity, inclusiveness and Opportunity.

30 years ago when I was transferred to this area I chose to live in Oak Park because it was a diverse community, both racially and economically. At that time I was employed on the Southside of Chicago, and many of my co-workers recommended that I stay away from Oak Park because it was changing. That was the reason I wanted to live here and raise my family here. I wanted to live in a vibrant, diverse community.

As a member of Ascension Parish I have been involved in the Society of St Vincent De Paul. Our mission is to help those in need. Many years ago a young woman who was not a parishioner came to us for assistance with the security deposit for an apartment in Oak Park. She needed someone to give her a chance, an opportunity to be part of our community.

After much discussion we decided to help. She was thrilled when we gave her the security deposit she needed. She then got a job in the Village. I know she didn't make much, but she worked hard and was able to get by. I would run into her occasionally around town.

In my experience when we create opportunities for supporting those who are struggling we are creating success stories in our community!

I support the commission in making the requested zoning exceptions. I have seen the immediate need for creating more stable lives for the working poor for themselves and the community. This project will do just that.

From: amy pappageorge [msamy2@sbcglobal.net]

Sent: Tuesday, January 25, 2011 4:14 PM

To: Failor, Craig

Subject: January 20, 2011 statement to the plan commission

Thank you for taking the time to consider my viewpoint. Thank you, too, for sharing with the members of the Planning Commission.

Truly,

Amy Pappageorge

My name is Amy Pappageorge. I live at 430 S. Grove Ave. My family and I are deeply rooted in this community. I am a longstanding resident, teacher, and Oak Park business owner. To set the record straight, the residents on this block do favor developments that meet the housing needs identified by the Village of Oak Park. Housing for the elderly, for people with disabilities, both those who can and cannot live independently, and for families with single and married parents. According to a recent Oak Park Township report, Oak Park does not have enough rental housing for senior citizens. I share the view with my neighbors that the Comcast building should serve this senior population. Indeed, with Oak Park Arms a block away, this is an ideal location as the residents could benefit from the wealth of quality programs available at the Arms. I do not understand why the developers will not designate this a senior building and thus earn the support of the whole community.

Who hears the words "housing project" without a strong reaction? Indeed a very loaded and rough reality stirs our hearts. And yet the developers make claims that we are to disregard history, disregard all the successful developments in affordable housing that rely on mixed income and the humane and invisible spreading of housing throughout the community; the developers proclaim that they will work miracles, they will enhance the neighborhood, improve property values, while serving the needs of the poor. But is segregated housing noble? Does not public opinion, does not the controversy of this proposal point to strong resistance against such segregation? And how do people living in controlled housing feel? All it will take is an incident or two to put a dark cloud over the building. And as a stigmatized building, will it put shame on the residents, and further, who will choose to live there? At an Oak Park Residence Corporation building where my husband and I were resident managers before we moved to our home on Grove, our apartment building suffered disturbances, criminal break-ins, prostitution, overcrowding - and that with only 15% of the building designated for low-income tenants. For all the troubles, we were never labeled "that charity building" that "bad" project.

Given the reality of prejudice, Oak Park places the highest premium on assured diversity. To that end, the Oak Park Housing Authority has been very deliberate and controlling about limiting buildings to no more than 25% subsidized housing. Isn't a designated 100% low-income building contrary to the values and housing policies of inclusionary Oak Park?

What if, as is the case with housing projects, the neighborhood loses its stability and deteriorates? What will become of this harmonious and beloved neighborhood? Will families feel compelled to move out? How many of us lose sleep at night as we consider the possible scenarios that could uproot everything we hold dear - our home, our cherished neighbors, our roots in Oak Park?

Every one of us, before purchasing our home, looked long and hard at the quality of life on our block. We pay upward of \$12,000 in property taxes for our homes; According to an Oak Park assessor, we are one of the highest taxing zones in the village. Many of us have children. We looked for all those signs of safety, harmony, goodwill, beauty. We found them in abundance and we have enjoyed decades of a tight knit and supportive community on this little island of 400 S. Grove avenue. And as much as this proposal is a community wide issue and will have ramifications for the entire village, those living on the block have a great deal at stake.

It is poignant for my husband and I to be standing here tonight. For years our ideals led us to pursue service to the poor and to the homeless. I volunteered to live in and co-direct a Catholic Worker homeless shelter and soup kitchen in Urbana, Illinois. In Los Angeles I pursued advocacy and technical assistance work at the Interfaith Hunger Coalition. Over the years we have pursued many actions for the cause of peace and justice. With our backgrounds we know first hand the burdens and stresses tied to a life of poverty. It is this experience that warns us that this specific project, in its current state, poses harm to both the prospective tenants and to this neighborhood of

peace, stability and goodness.

The developers propagate their golden vision: They hail the return of the great Cadillac building, wrapping it with green Leed-certified ribbons; they proclaim the poor need SRO-style segregated housing; the neighbors need to make stiff sacrifices, to not count the costs and to give full support to this mission. Boldly they tell us they are doing what is in all of our best interests. I ask you: Is this development, fraught with unknown variables, requiring drastic variances, demanding sacrifices of those in its vicinity – is this genuinely in our best interests? The ordeal of these last months has been deeply troubling. When I consider the character attacks on the good people of my neighborhood, the village staff report that favors this project, the myths being propagated to cover up the risks of this project, I wonder – how will this all turn out? Whose interests do the village leaders have at heart? The verdict is not yet out. To uphold the values we hold dear, to secure the good of Oak Park, we ask you: Please do not approve the drastic variances required to build segregated, controversial and high density housing. To the advocates of this project, to the community at large, I ask you to pursue service to the poor with wise and neighborhood-supported programs. Please build enlightened and inclusive housing that wisely and powerfully serves the needs of a diversity of residents.

Amy Pappageorge
430 S. Grove Avenue
Oak Park, IL 60302

From: bdmcdermott@comcast.net
Sent: Friday, January 28, 2011 8:28 AM
To: Failor, Craig
Subject: Comments to board 1/20/2011

BILL MCDERMOTT
112 S. GROVE
1/20/2011

COMCAST PROJECT
WOULD LIKE TO ACKNOWLEDGE THAT THOSE WHO ARE SUPPORTING AND PROMOTING THIS PROJECT ARE DOING SO WITH THE BEST OF INTENTIONS AND THAT THE CONCEPT OF AFFORDABLE HOUSING IN OAK PARK IS ONE THAT SHOULD BE SUPPORTED. HOWEVER I AM CONCERNED THAT IN THEIR FERVOR TO GET THE COMCAST PROJECT APPROVED... THEY ARE WILLING TO SAY ANYTHING TO MAKE THE PROJECT MORE PALATABLE TO THE AREA RESIDENTS. THIS IS A PROJECT THAT WE HAVE TO LIVE WITH FOR 10 YEARS.

WE ARE TOLD "TRUST US" WE WILL DO THIS RIGHT ON MY FIRST EXPOSURE TO THIS PROJECT... IN A MEETING OF ONE OF THE MADISON AVENUE GROUPS,.. PERRY VIETTI EXPLAINED HIS VISION OF WHAT THE PROJECT WOULD BE... HE TOLD UP SPECIFICALLY THAT INTERFAITH DID NOT GO WHERE THEY WERE NOT WANTED..... AND IF THE NEIGHBORHOOD OPPOSED THIS PROJECT..... IT WOULD NOT GO FORWARD DURING OUR CROSS EXAMINATION AT THE LAST MEETING... IT WAS STATED THAT NEIGHBORHOOD OPPOSITION WAS EXPECTED AND THAT INTERFAITH WAS WILLING TO PUSH THE PROJECT FORWARD AND DEAL WITH THAT OPPOSITION THIS BEGAN A SERIES OF CONTRADICTORY STATEMENTS THAT MAKE IT VERY DIFFICULT TO GO ALONG WITH THE "TRUST US" ATTITUDE.

IN ARGUING FOR DENSITY RELIEF FROM THE VILLAGE... ED SOLAN THREATENS US WITH THE INFORMATION THAT ZONING WOULD ALLOW 40-- THREE BEDROOM UNITS ON THE SITE... LEADING US TO BELIEVE THAT DENSITY SHOULD NOT BE AN ISSUE IN THIS PROPOSED PROJECT...WHEN CROSS EXAMINED ON THIS ISSUE... MR. SOLAN ADMITTED THAT 40-THREE BEDROOM UNITS WOULD BE IMPOSSIBLE ON THE SITE WITHOUT EVEN MORE VARIANCES... ONCE AGAIN... A DISINGENUOUS ARGUMENT HAS BEEN PRESENTED AS A REASON FOR ACCEPTING THIS PROJECT.

IN RESPONSE TO A RESIDENT'S INQUIRY ABOUT A MARKET STUDY TO SPECIFICALLY DETERMINE THE IMPACT A LOW INCOME PROJECT WOULD HAVE ON VALUES IN THE IMMEDIATE NEIGHBORHOOD,.... IN A LETTER DATED 9/13/10 AND SIGNED BY PERRY VIETTI AND ED SOLAN, CITING COMMENTS FROM INTERAITH'S APPRAISER.... QUOTE"HE (THEIR UN-NAMED APPRAISER) SPECIFICALLY STATED THAT THE IMPACT IN OAK PARK WOULD BE NO DIFFERENT THAN THE POSITIVE IMPACT THAT HAS BEEN FELT IN THE NEIGHBORHOODS WHERE INTERFAITH AND CATHOLIC CHARITIES HAS DEVELOPED TO DATE"... IN THE NEXT PARAGRAPH.... QUOTE.... "OUR APPRAISER FEELS THAT THERE IS NO METHODOLOGY THAT COULD BE AGREED UPON THAT WOULD ACHIEVE THE OBJECTIVE ANALYSIS THAT YOU SEEK".. BOTH OF THESE STATEMENTS ARE MISLEADING IF NOT OUTRIGHT FALSE

I AM AN APPRAISER AND THIS IS EXACTLY WHAT APPRAISERS DO... OF COURSE THIS TYPE OF ANALYSIS COULD BE DONE,....ANY RESPONSIBLE DEVELOPERS OF A PROJECT OF THIS SIZE AND COST WOULD HAVE HAD DONE THIS BEFORE ASKING FOR VARIANCES. AS WE FOUND OUT LATER, THERE WAS NO APPRAISAL.... BUT JUST AN OFF THE CUFF

COMMENT IN A TELEPHONE CONVERSATION, QUOTED IN THE LETTER AS FACT
AS A RESIDENT OF THE 400 BLOCK OF GROVE I AM PERSONALLY APPALLED BY THE CASUAL
MAY IN WHICH THE ISSUE OF AFFECT ON PROPERTY VALUES WAS ADDRESSED, OR NOT
ADDRESSED..... IN A PROJECT OF THIS SIZE WHICH IS GOING TO COST 10 TO 15 MILLION
DOLLARS AND AFFECT THE SURROUNDING NEIGHBORHOOD FOR 40 YEARS, I AM OUTRAGED
THAT A MARKET STUDY SPECIFICALLY ADDRESSING THE AFFECT ON VALUE WAS NOT DONE
PRIOR TO ASKING FOR EXEMPTIONS BY THE CITY... HOW CAN THIS BOARD IN GOOD
CONSCIENCE MAKE A DECISION WITHOUT THIS INFORMATION.
WHEN THEY WERE ASKED ABOUT OTHER SIMILAR PROJECTS IN NON-ECONOMICALLY
STRESSED NEIGHBORHOODS..... THEY CITED THEIR PROJECT IN LAKEVIEW AS BEING A
SIMILAR PROJECT IN A SIMILAR ECONOMIC NEIGHBORHOOD... THEY DID NOT MENTION THAT
THE PROJECT IN LAKEVIEW IS STRICTLY FOR SENIOR CITIZEN HOUSING....I DROVE A 2 BLOCK
RADIUS OF THAT PROJECT AND COULD NOT FIND ONE SINGLE FAMILY HOME...THIS PROJECT
IS NOT IN A SIMILAR AREA IN ANY WAY AND IS NOT A SIMILAR PROJECT ...THE FACT IS.....
NONE OF INTERFAITHS PROJECTS ARE LOCATED IN MIDDLE-CLASS..... PREDOMINATELY
SINGLE FAMILY..... NEIGHBORHOODS
THE DEVELOPER ALSO CANNOT GUARANTEE LOCAL PREFERENCE OR COMMIT TO A
TENANT PROFILE WITHOUT THE FUNDERS APPROVAL ...AND THEY SAY THEY CANNOT GET
FUNDERS APPROVAL WITHOUT VARIANCES IN PLACE...THIS IS BACKWARDS...THEY ARE
TELLING US WHAT THEY HOPE TO HAVE...AGAIN... TRUST THEM
THIS IS A 40 YEAR COMMITMENT TO A HIGH DENSITY, LOW INCOME PROJECT ON A
RESIDENTIAL BLOCK WITH INADEQUATE PARKING AND QUESTIONABLE COMMERCIAL USE..
THIS IS A PROJECT THAT IS GOING TO AFFECT OUR NEIGHBORHOOD FOR 40 YEARS...THIS
PROJECT IS NOT READY FOR CONSIDERATION UNTIL THESE PROBLEMS ARE ADDRESSED.
IT IS NOT A QUESTION OF THIS PROJECT OR NOTHING.....WE MUST REMEMBER THAT OUR
CURRENT ECONOMIC SLOWDOWN WILL NOT LAST FOREVER...THE ECONOMY WILL IMPROVE
AND THE COMCAST PROPERTY CAN AND WILL BE PUT TO A BETTER USE

My name is Linda Hill. I live at 521 S Grove Ave. 1 block from the Comcast Building

I am here before you tonight to ask for your approval of the variances requested by Interfaith Housing Development Corporation, the Oak Park Housing Authority and Catholic Charities in their proposal to redevelop and repurpose the Comcast Building.

It has been an interesting path that has led me here.

8 Years ago my Grandma moved into the Oak Park Arms and I found I was embarrassed to navigate her wheelchair to my home because of the condition of Madison Street. It was so full of litter, weeds were growing through the sidewalks and empty lots had become eyesores.

6 years ago, my neighbors and I were confronted with a Schiess and Troyanovsky proposal for our neighborhood. We formed Neighbors for Madison Renewal. As part of NMR, I have been involved with the development of the Madison Street Corridor Master Plan and the Madison Street Coalition. I have continued my involvement as the Highlands and Walgreens proposals have gone through the Planned Development Application process.

I am invested in the Revitalization of Madison Street and am delighted that a developer wants to invest in my neighborhood with a well considered proposal that is green and follows the Master Plan.

But wait the plot thickens

2 years ago I became a commissioner on the Oak Park Housing Authority. When Interfaith came to the Housing Authority and asked them to partner in this proposal I thought, Lord, why did you put me in the middle of this issue that some of my neighbors oppose. A proposal that I see a need for?

I went on the tours Interfaith offered and I was impressed with what I saw, clean, well designed buildings that filled needs that I only recently became aware of; such as teens aging out of foster care, kinship families and women reentering society after incarceration.

After touring Interfaith's developments, I knew why I was in the middle of this.

There are three young people on my block with mild to moderate disabilities, which are likely to need affordable, accessible housing if they are to live independently. This proposal would be wonderful way to fulfill this need.

19 years ago- my daughter was hit by a car near Fox Park. Her injuries included a severe traumatic brain injury; she spent 6 weeks in a coma. For a time, she was in a wheelchair and there were NO curb cuts at all in our neighborhood. On an outing to

Petersen's Ice Cream we parked in a designated handicap parking spot only to find a village planter completely blocking her car door and preventing us from opening it.

I groused about a village that was called itself inclusive, but was so difficult for persons with disabilities to navigate.

After walking hand in hand with other families of special needs students, we became aware of the many children that our education system is striving to meet the needs of. Thirty years ago, these young people may not have survived their medical issues and those with developmental issues –such as cerebral palsy, spina bifida, brain injury and autism would have never entered our school systems. As doctors, teachers, parents and friends, we have worked hard to help them succeed with their schooling. Now they are becoming young adults, graduating from high school, some are even graduating from college. But my daughter and most of her peers are still living at home with parents or grandparents. They are having difficulty moving on to the next steps of employment and independent lives. Hopefully as the economy improves, their employment situation will too, but it will be difficult for them to find accessible and affordable housing in Oak Park. Some would argue that there are plenty of one-bedroom apartments available in Oak Park in this price range, but very few of them are without stairs and other impediments to accessibility.

This is where Interfaith's proposal for the Comcast building is needed; affordable and accessible housing for young persons with disabilities. In an email exchange the now retired head of the Special Education Department of OPRFHS shared with me that D200 graduates nearly 100 students per year with special needs that could, with access to affordable and accessible housing, have the opportunity to spread their wings and live independently.

Interfaith's proposal to redevelop the Comcast Building:

- will provide tax revenue,
- is well designed and green
- meets key provisions of the master plan and will contribute to revitalizing Madison Street
- Is an investment in a building that likely will fall into disrepair before there is another proposal
- Has a development team with a long track record of well managed buildings
- meets the need of affordable and accessible housing, particularly for young persons with disabilities,
- and will continue Oak Park's tradition of diversity and forward thinking

Please recommend approval to of the requested variances to the Board of Trustees.

Thank you.

Comments before the Plan Commission of Oak Park
January 20, 2011

Good evening. My name is Anne Frueh and I live with my husband and 3 sons not too far from the proposed development site, on the 600 block of Wenonah Avenue. Except for the 4 years I attended college, I have lived in Oak Park my whole life. I am not an expert in real estate development or supportive housing but I decided to speak tonight because I want to make sure that we are not losing sight of some important factors that should be evaluated in connection with this proposal.

One of the very important functions of a community is to provide support and services to its members. An obvious example of this is the public schools. This proposed development is another less intuitive one. I personally know several members of the Oak Park community who could benefit from a development like this. For example, my own oldest son, who is 22, is working at a minimum-wage job and going to school. Between the late hours he keeps and his lively (some would say opinionated) personality, our Arts & Crafts bungalow more often than not seems too small to accommodate us all. Our family relationship would definitely benefit if he could afford to be out on his own.

And then there is his friend and former girlfriend, whom he met while they both worked at TGI Fridays over on Harlem. She lived in an apartment in Humboldt Park – because she could afford the rent – and commuted to work. This was inconvenient but ok, until early one evening when they were robbed at gunpoint at an EL station in the city on their way to work from her apartment. She also is the type of Oak Parker who could benefit from a development like this.

My second son, Max, is a high-functioning autistic person and although he says he wants to live with us “forever” we know that he is likely to outlive us by several decades and the need to get him established in his own place, likely supportive housing, is real and looming. People like Max need community supports such as these to remain productive and independent members of the community.

I am the youngest of 11 and between us my siblings and I have produced a total of 26 grandchildren. Several of my nieces and nephews could benefit from affordable housing – one nephew also lives here in Oak Park (with my sister) because he cannot afford to live on his own.

I could go on all night, but I think I've made the point. The people who would live in this development live and work among us in Oak Park now, today, tonight. They are people we pass on the street. They are our neighbors' children. They are our nieces, nephews, sometimes our own children. This development would help provide fundamental supports that every community should provide to its members.

And I am willing to bet that there isn't a person here tonight who could say in honesty that he or she did not achieve goals -- or security and stability even --

without assistance from some source that was given freely out of a spirit of generosity or responsibility or love and was not paid for or earned in any way. Most every one of us here tonight will go home to a stable and secure place in part because someone helped us along the way. And that's what being part of a community is all about.

The last point I want to make is this: property values are very important and we should consider how our property values will be impacted by this project. But we should not forget either that there are values that make up the fabric of our community that we need to factor into the decision too. Those are values such as openness, compassion, a nurturing spirit, generosity, and a shared sense of responsibility for the well-being of all those who share our spaces.

For these reasons, I urge the Plan Commission to send this proposal to the Village Board with a favorable recommendation that will allow the development to become a reality. Thank you for your time.

Remarks by Gerri Brauneis, 1125 Rossell, Oak Park, to the Village of Oak Park Plan Commission on January 20, 2011, in support of the Interfaith Housing Development Corporation's proposal to convert the former Comcast building to low cost housing.

Two roads diverged in a wood and I—
I took the one less traveled by
And that has made all the difference

These words of Robert Frost personify the action taken in 1968 by the Oak Park Village Board of Trustees For surely they took a road less traveled despite anger and fear on the part of some citizens.. And the Fair Housing Ordinance passed that Spring has made all the difference for this village.

The vibrancy, diversity and yes often times contentiousness and disagreements have made this community an exciting, challenging place to live and for many of us to raise our families.

Many actions have been taken since that historic ordinance trying to further social justice in this village. Actions which have been taken regarding housing for seniors and those with disabilities, sites for the homeless whose needs West Suburban PADS serves have met with opposition but have been carried out slowly and surely.

Oak Park has continued to try to work throughout our community in schools, housing and many other areas to achieve a socially just community for all of our citizens. Of course we've missed our goals made mistakes, had glitches; we are human beings.

Now, once again we have before us an excellent plan to carry out our best tradition of concern and service.

I have read all the information I could on-line and in the newspapers and strongly support this thorough well thought out plan which meets the needs for 51 adults who are independent, but whose low income, though they may or could be working in Oak Park cannot afford to live here. These are the working poor about whom we often hear but seldom think about who may be serving us every day in the Village. Such a project, I believe is the right thing to do and because of the careful (I thought unusual economic approach) it will contribute to making Oak Park a better village. Of course there will be glitches, contention and errors but this is an action whose time has come.

This past week I looked at early 1968 issues of the Oak Leaves and was reminded again what a fearful idea fair housing was to many. The excellent, affordable housing project now before the Village, I realize, is fearful to some.

We have just commemorated Martin Luther King's birthday. I pray that you and other Oak Park officials will remember and act on his words in the weeks ahead that "We must build dykes of courage to hold back floods of fear."

As has been pointed out by others this evening there is an excellent group of organizations which have planned this project and will help this village overcome fear and once again take the road which makes a difference and contributes to a more just world.

Sub 1/20/11

I am Dave Roth of 714 North Humphrey and I speak in favor of the proposed development by Interfaith Housing Development Corporation.

My family and I have lived in the Village since 1986. I am a member of Good Shepherd Lutheran Church at 611 Randolph. Good Shepherd is a member of United Power for Action and Justice. United Power for Action and Justice is an independent, self-funding organization of churches, synagogues, mosques, civic, neighborhood, health, and ethnic institutions from across Cook County that have joined together to fight for the common good on issues of shared concern.

We have several long time member institutions in Oak Park and the surrounding area. Tonight our leaders are here from 5 are member institutions: Good Shepherd Lutheran, Euclid Avenue Methodist Church, Ascension Catholic Church, Progress Center for Independent Living in Forest Park, Chicago Coalition for the Homeless. We have also built support among a diverse set of allies throughout Oak Park.

United Power has worked extensively throughout the Cook County region and beyond to increase access to affordable and accessible housing. In 2009, our leaders fought for and won \$135M specifically for affordable housing our state's capital budget. This victory was historic – the first time the state had ever allocated money specifically for the much needed affordable housing in our state. Since then our leaders have been at work supporting and identifying quality opportunities for affordable housing developments throughout the Chicago region.

Most recently, we won affordable housing tax credits for a proposed development in Grayslake that will house both seniors and mentally ill.

Our local leaders have evaluated the proposed development at the Comcast site and support its development. This is an example of the good use of the state's affordable housing capital budget money that our organization has won. It not only will add economic vitality to Oak Park but to the people who will be able to live at the development.

We have built support for this development and will continue to do so. Today we submit 96 postcards to the Plan Commission signed by supporters who could not be here tonight.

On behalf of the citizen leaders of United Power for Action and Justice, I urge the Plan Commission's support for the proposed development at the Comcast site.

I am personally excited about the Interfaith Housing proposal. It is a precious opportunity to bring together a developer, manager and social services provider, who are all very capable, in order to create affordable housing in my home community. With this development, my

neighbors who do not make a lot of money, but bring a lot to my community, will have new options, and that makes me very pleased.

I want to emphasize my confidence in the project developer Interfaith Housing Development Corporation. I have visited and toured two Interfaith Housing initiatives, Interfaith House and Vision House. They are first rate developments from a developer with nineteen years of experience. The history of Interfaith Housing begins with two Oak Parkers for whom I have a lot of regard. The idea came from Rev. James "Buzz" Hargleroad, who lived in Oak Park for a number of years as his spouse served at First United. The founding director was Gene Callahan, who previously served as village trustee.

I hope that that Plan Commission will support this development and its vision of a community that figures out how to make livable, affordable and sustainable space for all our neighbors.

Submitted
4/2/11

NMR Testimony Regarding
~~The Proposed Comcast Building Redevelopment by IHDC~~
January 20, 2011

Slide #1

- Good evening. My name is Henry Zimoch and I live at 600 S. Kenilworth. I am a member of the Neighbors for Madison Renewal Coordinating Committee and I am here speaking on behalf of the Neighbors for Madison Renewal or NMR.
- The NMR was started in 2005 by a group of neighbors concerned about a proposed 6 story building for the site at 827 Madison. Since then we have been active in reviewing and commenting upon a number of proposals and activities related to Madison Street.
- The NMR had a representative on the advisory panel for the creation of the Madison Street Corridor Master Plan, and we continue to have a representative on the Madison Street Coalition.
- The mission of the NMR is to help safeguard the best interests of the local community as it relates to:
 - The Madison Street Corridor Master Plan
 - Zoning variances and compensating benefits
 - The commercial viability of Madison Street
 - Traffic impact and considerations
 - The quality of life in the residential neighborhoods along the Madison Street corridor
- We pursue this mission by keeping the neighbors informed about proposed developments along Madison Street and collecting and sharing the opinions of the neighborhood with VOP officials and developers.
- In order to fulfill our mission regarding the proposed redevelopment of the Comcast building, we conducted 2 major activities. First, we gathered over 50 questions and comments from our neighbors, submitted them to the IHDC for their response, and posted the questions and answers on the NMR website on July 21, 2010.
- Second, we conducted a survey to determine neighborhood opinions about the proposal. The results of the survey were shared with the developers and Village officials, and were posted on the NMR website on October 14, 2010. Craig Failor also received a copy which we understand was forwarded to the Plan Commission members prior to this meeting.
- The results of this survey form the basis of the neighborhood opposition to this project.

NMR Testimony Regarding
The Proposed Comcast Building Redevelopment by IHDC
January 20, 2011

Slide #2 – Survey Methodology & Slide #3 – Survey Respondent Profile

- Through flyers and emails the NMR contacted approximately 1100 households and businesses within a distance of 5 blocks of the Comcast building. We received 342 replies, and of these 299 indicated that they lived or worked within a 5 block distance of the Comcast building.
- 207 of the responders (60%) were opposed to the development.
- 103 (representing 30%) were in favor and 30 responders (or 9%) were undecided.

Slide #4 – Overall Opinion by Distance

- The opposition was strongest from those living within an area 2 blocks or less from the development.
- Although favorability for the development increased somewhat as responders were situated further away from the building, it is clear that by a significant margin a majority of the neighborhood is opposed to the development.

-
- However, it was important to us to determine the reason or reasons why a respondent was in favor of or opposed to this project.
 - Therefore we listed 15 aspects of the development that the IHDC had listed in their proposal (e.g.: density, tenant profile, landscaping) and we asked the respondents to rank these items.
 - The survey also allowed for narrative comment.

Slide #5 – Likes & Dislikes of those In Favor

- For those indicating that they were in favor of the development, the most important aspect was its Mission.

Slide #6 – Likes & Dislikes of those Opposed

- For those opposed to the development, the most significant factors included the projects Density, Traffic impact, and lack of Parking.

NMR Testimony Regarding
The Proposed Comcast Building Redevelopment by IHDC
January 20, 2011

Slide #7 – Likes and Dislikes of those Undecided

- Those who were undecided liked most the LEED Certification, and disliked most the Density.

Slide #8 – Areas of Overlap (Likes)

- In looking at the top 5 likes and dislikes for each group we discovered several issues in each category that were in common for the majority of respondents.
- Whether an individual was In Favor, Opposed, or Undecided, their top 5 Likes included:
 - Mission
 - Façade Restoration
 - Leed Certification

Slide #9 – Areas of Overlap (Dislikes)

- ...and their top 5 Dislikes included:
 - Density
 - Traffic
 - Parking Plan

Slide #10 - Appendix

- The final slide provides additional information regarding the breakdown of the results based on the respondent's relative proximity to the property.
-

NMR Testimony Regarding
~~The Proposed Comcast Building Redevelopment by IHDC~~
January 20, 2011

Summary

- In summary, the NMR has determined that the majority of neighborhood residents are opposed to the proposed IHDC redevelopment of the Comcast building as submitted, and the principal objections are based on the project's Density, its potential impact on neighborhood Traffic, and the lack of requisite Parking.

The following member of the Neighbors for Madison Renewal Coordinating Committee have reviewed and approved the Plan Commission testimony for the Comcast building redevelopment prepared January 19, 2011.

Alan Goldberg, 605 S. Grove

Angela Larson, 600 S. Carpenter

Bill and Dianne McDermott, 412 S. Grove

Bill Murphy, 512 S. Carpenter

Brad Farrar, 601 S. Grove

Fred Bernardi, 845 Madison

Gerard Norman, 523 S. Carpenter

Henry Zimoch, 600 S. Kenilworth

Jeff Fechalos, 524 S. Clinton

Jessica McMeyer, 416 S. Grove

Ljubomir Perkovic, 612 S. Grove

Melissa Mickelberry, 417 S. Grove

Mike Awe, 517 S. Grove

Michael Pisanko, 604 S. Carpenter

Ted Despotes, 529 S. Grove

1/20/11

**Personal Testimony Regarding
The Proposed Comcast Building Redevelopment by IHDC**
January 20, 2011

To the Village of Oak Park Plan Commission

My name is Henry Zimoch and I live at 600 S. Kenilworth. I am here speaking in favor of the proposed IHDC redevelopment of the Comcast building, however I have one significant qualification.

My support for this project is based on the following personal opinions and observations:

- I believe that there is a need for the type of housing proposed by IHDC that cannot be easily met through other local avenues or agencies
- The Interfaith Housing Development Corporation has demonstrated its commitment and capability to creating and maintaining high quality facilities
- The architectural characteristics of the restoration and redevelopment have been well thought out and will significantly improve a building that is currently an eyesore on Madison Street
- The proposed development will make a significant positive contribution to the revitalization of the Madison Street Corridor

Furthermore, I am not convinced that there will be any negative or even significant impact on traffic or parking based on this one development, and if we as a community are truly interested in a revitalized Madison Street Corridor in the future, we will have to accept some increased traffic and congestion as part of the trade-off. Madison Street in Forest Park is a good example.

My one qualification is not unique to this project, and it is a component of almost every residential plan development proposed for Oak Park in recent memory. That is the issue of increased density. Almost every developer has asked for an increase over the permissible quantity in the number of dwelling units, based on a desire to maximize their profits, and all too frequently the increases are granted. Every developer will continue to do so because they know such variances are **relatively** easily obtainable in this community. Furthermore, in many cases the requests for increased density drive additional variance requests for items like parking, building height, and building set backs, to name just a few.

It begs the question, what are the density limitations in the current Zoning Ordinance based on, and what if any benefit do they provide if they can be so easily and readily manipulated?

The first two items listed in Article 1 of the ordinance, Paragraph 1.2 - Intent and Purpose are:

- A. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village;

B. To conserve the values of property throughout the Village and to protect the character and stability of the residential, business and industrial areas;

How does a variance for the density of a multi-family project impact these? Perhaps it is time to revisit the criteria that established the maximum permissible density ratios in the current Zoning Ordinance to determine whether they should be changed. At the very least it should spark a dialogue as to what constitutes an appropriate compensating benefit in exchange for the increased value of the project to the developer.

Notwithstanding this tirade over density, I want to conclude by saying that I am supportive of the proposed IHDC redevelopment of the Comcast building, and hope the project can be reshaped somewhat to mitigate my concerns on this particular subject.

Thank you.

Respectfully,

Henry Zimoch

Sub. 1/20/11

PLAN COMMISSION TESTIMONY IN SUPPORT OF COMCAST BUILDING PROJECT

January 20, 2011

Rick J. Ashton
222 North Marion Street, Apartment 3F
Oak Park, IL 60302

Ladies and Gentlemen:

Thank you for the opportunity to speak on this important matter. I am grateful for the citizen involvement that our Village supports. And thank you for your service in a demanding, voluntary job. You are setting an example for us all.

As a relatively new Oak Park resident and a member of First United Church of Oak Park for the past three years, I want to speak about the unique qualities that first attracted me and that make me happy to live here: diversity and openness to everyone; dedication to decisions based on thoughtful discussion; and the embrace of creative problem-solving.

The proposed Comcast Building project is a strong expression of all these qualities.

By providing sound, affordable housing for persons with disabilities and low-wage workers, the project realistically extends Oak Park's diversity beyond race and age, including people who would otherwise never be able to live here. This is consistent with Oak Park's historic and continuing commitments.

By thoroughly exploring the impacts on the community, using both this public process and the thorough, positive review work of Village staff, the project is shaped and directed by the thoughtful discussion process that Oak Park values. This open approach on the part of both the developers and the Village will help to guarantee a "no surprises" outcome.

By making economically and socially productive use of a long-vacant building, the project creatively addresses an entire list of issues: affordable housing, environmental improvement, historic preservation, and business development, to name only a few. This is the kind of many-sided undertaking that is needed to maintain our community (and indeed our nation) in a healthy position in a challenging world.

I respectfully encourage the Commission, after full consideration, to recommend to the Village Board that the project receive the requested zoning allowances. This will allow Oak Park to take a significant step, expressing and embracing what is best about this place.

Thank you.

From: Murtaghs [murtaghs@yahoo.com]
Sent: Tuesday, February 01, 2011 4:12 PM
To: Failor, Craig
Subject: Information for Plan Commission #2 HUD Housing Rules and Financing
Attachments: SHP_Deskguide.pdf; IDHA 2009 Round 1 LIHTC Applicant List.xls

January 19, 2011

To: Oak Park Plan Commission

Attached is a copy of the HUD Supportive Housing Program Desk Guide published in 2008. The sponsors of the Madison Avenue Housing Proposal has referred to the Comcast Building Housing as Supportive Housing, a HUD originated term that is also used by the Illinois Housing Development Corporation (IHDC). IHDC is the non-profit corporation that has about 150 organizations in Illinois that distribute funds provided by HUD, including LIHTC (Low Income Housing Tax Credits). The Oak Park Housing Authority is one of the 150 non-profit companies under IHDC.

With the exceptions of loans from private banks that are contingent on the approval of HUD monies, HUD provides virtually all the public money for public housing. For instance; the OP sponsors have said that their prime funding would come from LIHTC, HOME, and Cook County. All of these funds are provided by HUD. HUD, as the banker, has specific rules about how funds are to be used, though they do allow negotiated variances. The rules are covered in a 2008 HUD publication titled Supportive Housing Program Desk Guide. Attached is a copy of the publication. I call particular attention to page 7 which is one of several pages of Supportive Housing definitions. One of the definitions is ISH – Innovative Supportive Housing. I believe this is the specific funding the sponsors would be requesting.

Supportive Housing was created to provide a method to care for homeless people or people who are financially near homelessness. Over time, HUD has expanded the definitions of homelessness and have allowed low income solutions to those needing affordable housing. Again, the exceptions are subject to IHDC and HUD review and negotiation. Page 16 provides HUD's definition of Homelessness. Page 17 describes existing housing situations that are excluded from Supportive Housing including people who are living with their families or institutions.

Hopefully, this information will help you understand the description provided by the sponsors that have been somewhat confusing ---to me.

The second document I am attaching is a spreadsheet I created from the request from developers for LIHTC funding. The sheet identifies the project, the sponsor, the location, and amount of money being requested. (A word of caution: the spreadsheet contains 2009 request and may not be a complete list – I was unable to find requests for other years.) It is my estimate that the Madison Avenue sponsors would be requesting five to six million dollars in

x credits. Notable on the sheet that of the 40 project requests 18 were for senior housing and 22 for family housing. ———
here were no requests for single housing.

If you have any questions on the material, it is best to contact me by e-mail at murtaghs@yahoo.com.

John R. Murtagh

101 S. Oak Park Avenue

Failor, Craig

From: Murtaghs [murtaghs@yahoo.com]
Sent: Tuesday, February 01, 2011 4:05 PM
To: Failor, Craig
Subject: Information for Plan Commission #1 Senior Housing

Hi Craig
I am currently in Arizona with my brother who is ill. I will be here for a while and want to send some of the information I had attended to share with the Plan Commission during the hearings on the Madison Avenue Housing Proposal. I would appreciate your forwarding the three e-mail I am sending.

Thanks and regards

John

To: OAK PARK PLAN COMMISSION

Below is a draft concept that I planned to complete and send to the commission. Unfortunately, my brother became ill in early January. I am now with him in Arizona and will be for some time. My access to a computer is limited so I have not been able to continue work on the draft. The draft concept below is self-explanatory. It raises the issue of whether it is wise to be refurbishing a building for use by singles when Oak Park will face a shortage of senior housing during the next two decades. The basis for my argument is that the first of the Baby Boomers hit traditional retirement age this month and their retirement boom will last at least two decades. That will be followed by a sharp decline in retirees as the Baby Bust followed the Baby Boom. The Boom-Bust phenomena is a serious Oak Park Public Policy issue that to date as been addressed in a routine manner. It is my sense that the commission should have experts on senior housing (Oak Park Township Housing Chief, HPAC, etc.) appear as expert witnesses to discuss the senior housing shortage that looms and remedies that will be needed. I am not suggesting that the Comcast Building is the answer to the senior housing shortage, but that the property itself might be better used for senior housing considering the limited amount of land parcels in Oak Park.

John Murtagh

601 S Oak Park Avenue

Oak Park, Illinois 60304

SENIOR HOUSING – DRAFT CONCEPT

David Kralik, of the 500 block of Highland said at the hearing the other night that "When our disabled relative or neighbor get old and can no longer afford to live in Oak Park, we collectively lose a great deal," he said. Well, he actually said disabled, I changed it to get old.

2011 is the first year that the Baby Boomers hit the traditional retirement age of 65. The Baby Boom lasted from 1946 to 1964 with the birth rate in each of those years exceeding any year from 1925 to 1946 and 1965 to the present. That means for at least the next nineteen years (2030) the number of people

Eaching "senior status" will be massive. That is without even counting the increase longevity of seniors.
For the next twenty years or so, public housing will have to focusing a lot of building on senior housing.
Do we have enough housing for them. No.

Do David Kralik's relative and older neighbors who do not have a home and cannot afford a private rental
will live somewhere other than Oak Park in the next decade or two. Why we are short of housing and
don't have much land.

Title of Hud Document

*HUD has produced a report with a title that alone describes the size of the senior housing
problem that --A Report to Congress by the Commission on Affordable Housing and Health
Facility Needs for Seniors in the 21st Century: A Quiet Crisis in America.*

The current and future lack of housing is a problem now, but the problem facing HUD and Oak Park in
2030 onward is what to do with senior housing. Actuary tables say that most of those born from 1946 to
1964 are going to have no need for senior housing post 1930 or so. Do you all remember schools closing
all over the country in the 70's and 80's because there were not enough students or dollars to keep them
open? They were the declining enrollment decades.

So for HUD and Oak Park, a new kind of housing will have to be built. I call it --Adaptive Housing. That is;
housing that has mixed use of seniors and handicapped or Singles and Veterans, etc. The housing
dedicated solely to seniors will have to be adaptive to other uses when we begin consolidating senior
facilities as the number of people to replace seniors become very low post 2030.

Guess what is the least adaptive building -- try the Comcast Building. When renovated, it would be hugely
expensive to refurbish to service a group other than singles.

Bottom line -- there will be chaos in the next fifty years that requires huge money and creative planning.

Failor, Craig

From: Murtaghs [murtaghs@yahoo.com]

Sent: Tuesday, February 01, 2011 4:23 PM

To: Failor, Craig

Subject: Information for Plan Commission #3 Murtagh Presentation for Public Hearing 2-2-11

January 20, 2011

Plan Commission Public Hearing

Madison Avenue Housing Proposal

Public Comment by John Murtagh, 601 S Oak Park Avenue

First, I would like to thank the Plan Commission for the Openness and fairness of these hearings.

A core value of Oak Park housing is to ensure that integration of the village does not create segregation within the village. While not a 100% success, it has worked better in Oak Park than anywhere else. For instance, Evanston is integrated but most of the African American lives together in a quadrant of the city. Not bad, but not a real success.

Oak Park has a side by side philosophy of housing. That is; we attempt to create a community where residents are comfortable living side by side. That is how you create true integration. That is easier to attain in some Oak Park neighborhoods and more difficult in others. But the principal is correct.

Inclusionary Housing has been endorsed by housing experts, municipalities and HUD as the best way to increase the amount of affordable housing. It is one of the tools that

facilitated the closing of Cabrini-Green and other 1950's public housing. Inclusionary housing uses ordinances and developer incentives to ensure new buildings with housing contain Affordable Housing. It provides Oak Park the opportunity to advance its side by side philosophy. The Oak Park Housing Programs Advisory Committee is currently studying Inclusionary Housing at the request of the board.

I don't know if Inclusionary Housing is the answer to all the problems of Affordable Housing, but I am certain the program is headed in the right direction. And I am certain that it offers better solutions than institutional housing.

In all of the housing programs created by Oak Park in fifty years, institutional housing has never been considered until now. Yes, we do have facilities for seniors and handicapped, but those programs are born of necessity. But we have never previously planned institutional housing for a specific class, in this case, the poor.

Besides being difficult to understand the Oak Park Housing Authority's choice of institutional style housing, when the country is moving quickly to creative new housing designed to be inclusionary, there is risk for in the Madison Avenue Housing Proposal.

70% of African Americans living in Oak Park have a preference for rental units. The Supportive Housing Providers Association identified that 70% of Illinois residents living in Supportive Housing were African Americans. Economics are a factor in the high percentage of African American choosing rentals, but so are cultural and

social choices. Realistically, more than 50% of Madison Avenue Housing Proposal could be African American. That in itself does not raise an issue, but the Oak Park Comprehensive Plan of 1990 anticipated a possible racial problem.

The Housing Section of the 1990 Oak Park Comprehensive Plan (Objective A, Policy 4) states: "extra caution should be taken in development to ensure that integration is promoted, and directs village officials to "Review all major proposed government actions, including but not limited to zoning, development, schools, and public works proposal, to identify their impacts on promoting integration and preventing re-segregation."

The subject of race was not raised in the Interfaith/Oak Park Housing Authority presentations or in its proposal to the village, nor in the village's recommendations to the Plan Commission, and has not been discussed at the Plan Commission Hearings. That is a mistake.

In a Chicago article of January 15, 2011 titled How Integrated Is Oak Park, the writer cites that the white population in 2011 Census Tract 8124 (immediately north of Lake and Oak Park Avenue) grew from 88% in 2000 to 90% in 2010. African American population in 8124 declined from 8% to 3%. The final sentence in his article stated: "If you're looking for true integration in Oak Park, you'll apparently have to look along its borders, not at its heart." The sentence might not be a fair depiction of Oak Park, but it does raise the issue whether Oak Park's Affordable Housing and policies and priorities are focused properly.

In September 2010, I wrote a letter to the village board suggesting that the Madison Avenue Proposal be included in the HPAC Inclusionary Housing Study. If I was writing that letter today, I would suggest that the study not only include the Madison Proposal, but a village-wide review of all Affordable Housing needs. I would also suggest that a complete review of the 2010 Census Results for Oak Park be done before any reviews or plans for public housing commence.

The deadline for a decision on the Madison Avenue Housing Proposal is not pressing. A need for single housing in Oak Park has not been confirmed, much less determined to be a crucial issue that needs to be resolved immediately.

Time is available to pursue a fair, thorough and due diligence course. This is not the time to relax and say to ourselves "This is Oak Park, things always work out."

John Murtagh

601 S Oak Park Avenue

Re: Written testimony in opposition to Interfaith Housing Proposal for Comcast building.

Date: February 2, 2011

From: Alan Goldberg, 605 S. Grove Avenue, Oak Park, aldgoldberg@yahoo.com, 708-383-1457.

To: Plan Commissioners

I am hereby providing written testimony in opposition to the proposal by Interfaith Housing for the Comcast building. I live one block south of the Comcast building. I would like to focus in this statement on two aspects of the proposal, specifically, the request for an allowance regarding parking, and the proposed doubling of the height of the building over its original and current height.

Parking:

In the admirable desire to provide additional housing opportunities for persons of low income, I fear that some of the guiding principles of development in Oak Park are being compromised. The parking component is the most obvious example. This proposal incorporates 5200 feet of commercial space, in addition to 51 residential units serving one or two persons each. The proposal calls for a mere 32 off-street parking spaces for all of the residents, their visitors, and the employees and customers of the commercial establishments. This is a huge deviation from the 73 spaces required by the zoning ordinance. Since the staff recommendation calls for one or two of these 32 spaces to be devoted to a car-sharing service, there may be as few as 30 spaces available for all the residents and their visitors and numerous employees and customers of commercial establishments.

The staff review contains the following justification for the allowance granting 32 spaces when the zoning ordinance requires 73: "In an effort to consistently support transit oriented development that is accessible to all income levels, it is appropriate to adopt a Planned Development that includes reduced parking requirements." (Staff review, page 8.) This is elaborated upon later in the staff review, when the income level of the prospective residents, and the desire to encourage use of public transit are explicitly cited as factors reducing the need for parking. (Staff review, page 10.) But this portion of the staff review unwittingly refutes itself, by citing as authoritative a survey indicating that 20% of households with incomes under \$25,000 do not own a car. This means, of course, that 80% of such households **do** own a car. ~~This development will serve those with incomes as high as \$26,400.~~ Furthermore, undoubtedly the residents will have visitors who own cars. The staff review also largely ignores the demand for parking that will be created by the commercial aspect of the project. The staff review as it relates to parking takes an ideal -- that residents and shoppers will avail themselves of public transportation -- and assumes that this ideal is already reality.

Beyond this, the proposed parking allowance ignores the developer's assertion that he will be seeking as tenants the employed and employable, many of whom will need cars to get to

their jobs. It is unrealistic to assume that most of the residents will be employed within Oak Park, which contains no manufacturing jobs and no large employers, and equally unrealistic to assume that every job will be accessible by public transit.

In short, the parking component of this proposal is unrealistic. While we can all agree with the staff review's assertion that we should be encouraging the use of public transportation, there is no mechanism in the developer's proposal for screening out those who own cars as prospective tenants, or for encouraging the businesses that will occupy the commercial space to employ and serve only those who commute to the building. Reducing the use of cars does not happen just by wishing it so, or by allowing developers to build without providing for adequate parking. The burden of such wishful thinking will fall on the nearby residents, already overburdened by the inadequate parking provided for the new Walgreen's. This commission should require substantially more parking for this development. The same critical thinking that this commission utilizes when analyzing other proposals should be utilized in analyzing this one. We ought not let our desire to provide additional units of low income housing in our village to cause us to ignore reality.

Height:

My second area of concern is height, specifically the proposed doubling of the height of the building over its original and current height. The developer has repeatedly implied to the neighbors that one of the most desirable aspects of this proposal is that it will be a restoration of the building, and that this restoration is a benefit to the neighborhood. In his Planned Development application, the developer similarly asserts that the development is consistent with Goal E of the Village Comprehensive Plan ("To preserve and maintain structures of significant historical or architectural value and their immediate environment") because, he asserts, "although currently covered with dryvit, the Comcast building retains much of the architectural fabric that was contained in the building that opened in 1927 [and] this proposed redevelopment will capture and enhance the historical and architectural elements that remain." But the original and current height of the building as it fronts Madison Street is 29 feet, and the building was and is a two-story building. The proposal is that the building be essentially doubled in height, to four stories and 55.5 feet. (An allowance is requested to exceed the zoning limit of 50 feet.) I fail to see how this qualifies as a restoration and it is flatly inconsistent with Goal E of the Village Comprehensive Plan, because it dramatically increases the size of an architecturally significant building, far from preserving it. Unless this commission is prepared to say that, for example, a plan to double the height of Unity Temple would be consistent with the Comprehensive Plan, it should reject the developer's reasoning in this regard.

This doubling of height will create a canyon effect on this part of Madison, a portion of Madison that is particularly narrow. The staff report concedes that "a four story building of this magnitude is not the standard along the corridor..." but does not acknowledge that a building of this height is particularly problematical given its location. I hope the commissioners will take the time to walk or drive westbound on Madison as it crosses Oak Park Avenue. The street narrows substantially, from the nice wide thoroughfare with median that runs east from Oak Park Avenue to the border with Chicago, to a much narrower street that runs westbound from Oak Park Avenue to Harlem. The Comcast building, even at its current height, is the most imposing

building in this corridor until one reaches the Belmont Village building close to Harlem. Now imagine this building, with its zero lot line set back, at twice its height. Imagine it looming over pedestrians and cars, and interfering with the sight lines of residents on all sides. This "restoration" is not a benefit to the neighborhood or the village, and it should not be considered as such.

Conclusion:

Too much of the debate over this proposal has focused on the purpose of the development, a purpose that causes concern to some and inspires others. Some who take issue with certain aspects of the proposal fear being labeled as hostile to the poor if they express their reservations. I am not hostile to Interfaith's mission or to the poor, nor am I blind to the need for low income housing. But this proposal, like the others that come before this commission, should be closely scrutinized for its effect on the surrounding neighborhood, and the development can and should be judged by sound planning criteria. The dearth of needed parking should be rectified, and the supposed "restoration" of the building is neither a restoration nor is it, as the developer asserts, consistent with the village Comprehensive Plan.

Failor, Craig

From: lallen2285@aol.com

Sent: Wednesday, February 02, 2011 10:05 PM

To: Failor, Craig

Subject: Comcast Building Project

To: Plan Commission
Village Manager Mr. Tom Barwin
Members of the Oak Park Village Board

I am a 37 year resident of Oak Park (specifically in my present home for 36 years) I wish to express my support for the position of the Neighbors for **Madison Street Renewal** in regard to the development of the Comcast building. If you look at the community surveys they have so carefully compiled, you will see that the community overwhelmingly supports their position.

I applaud the mission of the proponents of the project, but strongly disagree that it would be prudent or wise to build a housing project that has such density and concentration of low income families with a single head of household. It would be much wiser to have less density (I would advocate for lower density regardless of the income level of the prospective tenants), mixed income, and mixed family composition. I would love to see this building include 2 bedroom apartments for working poor (2 parent households with 1 child or perhaps 2 children) who need to establish themselves before moving on to larger quarters. [Actually it would a dream come true for me if my son's family could live there - within 2 blocks of me and where he grew up.] We should also keep in mind the impact that the development of this building will have on the Lincoln School district in which it is located. Lincoln is already has a mobile classroom and will soon begin building an addition to accommodate the consistently increasing number of students who attend.

In Oak Park we stress integration and diversity, so I cannot help but wonder why a proposal that segregates lower income residents from others would even be seriously considered. It is difficult for me to understand why Oak Park would approve the building of a housing project when all around us, other communities - most notably Chicago - are tearing theirs down. Traditional knowledge has been that poor families should be dispersed throughout the community rather than concentrated in one small area or one building. Oak Park is known for our commitment to diversity. Every aspect of development should, in addition to strengthening the economic stability of our village, have the goal of facilitating ethnic, religious, political and economic diversity throughout the village. Given the economic difficulties of so many people throughout our country and throughout Oak Park, there are so many struggling families that need a hand, I strongly encourage you to withhold approval of this project unless and until the plan includes a more comprehensive mix that reflects the diversity on which Oak Park's reputation has been built. We should hold true to that which we continue to profess as a community value.

Sincerely,

Lynn Allen
511 Clinton Avenue
Oak Park, Illinois 60304
(708) 848-0794

Failor, Craig

From: Roger French [rfrench815@yahoo.com]
Sent: Wednesday, February 02, 2011 12:03 PM
To: Failor, Craig
Cc: Fran; Bill
Subject: former Comcast building

Dear Mr. Failor:

We Support the proposal of Interfaith Housing, the Oak Park Housing Authority and Catholic Charities to jointly develop the former Comcast building at Madison and Grove to provide 51 affordable housing units for the working poor of our community. The proposal is currently under review by the Oak Park Plan Commission. This is a unique opportunity to create a great asset for our community, and eliminate a potential long term eyesore. Please make every effort to facilitate this proposal. Thank you,

Roger French
Frances French
William French
815 Fair Oaks Av

John P. Bolchert :: Architect
412 South Clinton Avenue
Oak Park, Illinois 60302-3707
Phone & Fax: 708. 848. 2224

03 February 2011

Oak Park Community Planning and Development
Via Craig Failor
Village of Oak Park

Re: Comcast Building
Clarifications / Inquires

I am an architect, in the past I have reviewed the plans and made my comments known directly to Dennis Langley, WLW incorporated many on my observations to some extent, but that is not the reason I find my self writing on this date.

I'm not an expert in any way on funding for a project of this type, and I have only attended the first plan Commission presentation. I impression I got was that NO Governmental Funding was being sought, no section 8, No SRO funds. The 'Working' Poor would be paying their rent without any subsidies. (I could be wrong with these understandings and this is a complicate aspect of the project.

But I have the following comments and observations.

It was noted that the Typical Unit Floor Plan dated 21 April 2010 was drawn as SRO { Studios) and the same plan was latter revised as dated 3 November 2010 with all 1 bedroom units.

Rents are based on the type of unit. The unit size has not basically changed but they now can be called ONE BEDROOM UNITS, which can demand a higher rent or possible subsidy.

I believe the rents are based on an adjusted 75% of the average local fair market rent rates.

I do not know the average Oak Park fair market rent for Studio (SRO) or One Bed Room units. But a quick look on the internet did reveal a number of high end properties with Studio rents averaging over \$1,200.00 / month. Lower end properties were not listed, but I would not be surprised to find the Adjusted Oak Park FMA to be higher than the developers number.

I question if the Higher Rents, and even higher if units are accepted as One Bedroom Units be sought after and possibly funded by a Governmental Program ? If Governmental Programs are / or can be utilized in the future, I feel this should be disclosed during the deliberations.

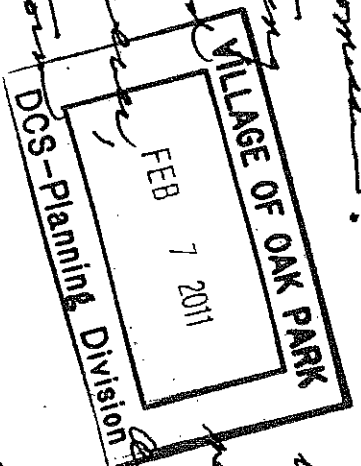
I have worked as Architect with a developer of a SRO Facility, and it was well known that this type of project was being built as a very profitable endeavor and others were planned.

The last aspect I question is limiting the occupancy to the 'Working Poor'. First there is a stigma f that title, and why can't anyone who can pay the rent be able to reside. It would give the building a better image than the 'Poor House'.

Respectfully submitted,

John P. Bolchert

As the Oak Park Plan Commission:



I read of your meeting last week and had planned to attend. However, the storm struck me & the storm of the decade hit Oak Park.

For your ever forty, I and my late husband, Ray

owned & fixed up rental properties in Oak Park. Currently I own a

4th unit building, Weston & Wash. Blvd. Currently there are 13 vacancies!

There are no doubt many other buildings here that are under the light

or vacant.

Why would it make sense to develop a commercial property

into a Bldg. for people who need housing when there is much housing stock available?

As the a new part of regulated housing is fine so what way for such housing for the poor? What would you see it?

There are numerous questions about this planned development. I believe negatively in development

but the good news & planning here in Oak Park. I do question whether there is any vacant space

Thank you for caring so much about our fine community

Sincerely yours,
Carolyn S. Poplawski
225-F.N.
KENILWORTH

Failor, Craig

From: William Kucera [wkucera@dbsterlin.com]
Sent: Wednesday, February 09, 2011 9:35 AM
To: Failor, Craig
Subject: Comcast Development
Dear Members of the Oak Park Plan Commission,

As a resident of Oak Park, I am urging you to approve of the proposed development for the old Comcast building. There are so many right reasons to go through with this development, so let me itemize a few of them;

- This development will restore a now-vacant property to its beautiful brick beginnings.
- This development will generate jobs, a tax base and economic activity (at a time when we need all three).
- This development will create a "green" and sustainable building.
- This development will create housing for the local workforce – people that work at local social service agencies, schools, hospitals, restaurants and retail shops.
- This development will be managed by the entities that successfully own and manage over 600 apartments in town (including the affordable apartments for seniors and the disabled in town).
- And most importantly, this development will help to preserve Oak Park as a diverse, welcoming, and vibrant place to live.

This is a wonderful opportunity for Oak Park, and one that we should not waste. Please, let us seize the moment and realize the good that will benefit all of us. It is the right thing to do for so many reasons. Let's do this!

Sincerely,

William P. Kucera
1005 S. East Avenue
Oak Park, IL 60304

Contact info:

- ☎ 312-857-1006 (days)
- ☎ 708-848-3589 (eves)
- ☎ 708-846-6498
- ✉ wkucera@dbsterlin.com

Failor, Craig

From: Doody, Dan [dan@doody.com]
Sent: Tuesday, February 08, 2011 5:30 PM
To: Failor, Craig
Subject: Conversion of the Comcast building to affordable housing

Dear Mr. Failor,

I am writing to express my support of the plan to convert the now-vacant Comcast building on Madison St. near Oak Park Ave. to an affordable housing unit. The benefits to the Village will be many and varied.

I was born and raised in Oak Park and returned in 1980 to raise my family. I live in SE Oak Park, in the neighborhood of Madison and Oak Park. I hope you can represent my views and the views of countless others who are contacting you in support of this transformative move for the neighborhood and Village to the members of the Plan Commission.

Sincerely,

Dan Doody



Daniel J. Doody | President/CEO | Doody Enterprises, Inc.
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Failor, Craig

From: beeprubio [beeprubio@yahoo.com]
Sent: Tuesday, February 08, 2011 8:12 PM
To: Failor, Craig
Subject: Affordable Housing/Comcast Building

Craig Failor,

I am writing in support of the proposed development of affordable housing on Madison Avenue near Oak Park Avenue on the site of the former Comcast Building. I understand the Plan commission is in the process of wrapping up the public hearings and testimony and will make a recommendation to the the Trustees in the near future.

I am emailing to support this proposal so people of modest means (the disabled and those who work at low-wage jobs in our social service agencies, schools, hospitals, restaurants and retails shops in town) can have a decent and safe place to live in our great community.

Please distribute this messages to the Plan Commission members.

This is a crucial moment in the effort to obtain approval for this development.

In my humble opinion, this proposed development is the right thing to do and the Oak Park thing to do.

It will restore a now-vacant property to its beautiful brick beginnings; it will generate jobs and tax base and economic activity (at at time when we need all three); it will create a "green" and sustainable building; it will create housing for the local workforce; it will be managed by the entities that successfully own and manage over 600 apartments in town (including the affordable apartments for seniors and the disabled in town); and it will help to preserve Oak Park as a diverse, welcoming, and vibrant place to live.

Sincerely,

Ed. Rubio
Clarence Ave Homeowner

Failor, Craig

From: Don and Celine Woznica [woznicafam@sbcglobal.net]

Sent: Wednesday, February 09, 2011 11:53 AM

To: Failor, Craig

Subject: Comcast development

To whom it may concern:

I would like to register that I am in favor of the proposed development for affordable housing at the former Comcast site, so that there is more available housing in our community for people of limited means.

Sincerely,

Don Woznica

711 S. Elmwood Ave.

Oak Park

Failor, Craig

From: Jay Champelli [jaychampelli@msn.com]
Sent: Wednesday, February 09, 2011 11:06 AM
To: Failor, Craig
Subject: Comcast Housing

Dear Plan Commission members,

As a former Board Member and employee, and now a volunteer, of the Oak Park Regional Housing Center, I am painfully aware of the number of people who seek affordable rental housing thru the Housing Center. The majority are unable to be helped due to their inadequate income.

The reuse of the Comcast building provides us with an opportunity to serve the ever increasing number of people seeking housing. The proposal is good and the right people are in place to make this work.

I urge you to recommend approval to the Village Board.

Sincerely,

Jay Champelli
708-383-7496

Failor, Craig

From: mllrdh@aol.com

Sent: Wednesday, February 09, 2011 5:40 PM

To: Failor, Craig

Subject: Comcast Building

support the development of the Comcast Building for low to middle income people. Please consider this
pace. Mary Lou Dwyer

Failor, Craig

From: David Kralik [djkralik@gmail.com]
Sent: Wednesday, February 16, 2011 11:24 PM
To: Failor, Craig
Subject: petition in support of interfaith housing project
Attachments: interfaith_housing_petition.pdf

Craig,

Attached is a petition in support of the interfaith housing project signed by 52 members of the St. Giles Family Mass Community. If you could please distribute this to the plan commissioners, I would greatly appreciate it. The statement in support of the project is at the top of each page of the petition. I anticipate having the originals to provide to you at the meeting on Thursday, but I suspect that distributing these electronically may be easiest. Thanks.

FYI, I am sending this petition to the Village Board e-mail in a separate message.

David Kralik

Petition in Support of Interfaith Housing Affordable Housing Proposal at the "Comcast" site

We, the undersigned, support the proposal by Interfaith Housing, the Oak Park Housing Authority and Catholic Charities to jointly develop the former Comcast building at Madison and Grove to provide 51 affordable housing units for the working poor of our community. We believe that this project will serve a pressing need by providing housing for the working poor of Oak Park in a well-conceived project that is proposed by highly experienced affordable housing developers, property managers, and case managers. We urge the Oak Park Plan Commission and the Oak Park Village board to approve this project.

#	Name (Print)	Signature	Address	City	State
1	Emily Reyes	Emily Reyes	212 N. Grove	OP	IL
2	Ann C. Pettit	Ann C. Pettit	1221 N Harlem	OP	IL
3	Mary Beth Kande Anderson	Mary Beth Kande Anderson	619 S. Hampshire	OP	IL
4	Diana Wright	Diana Wright	225 N. Kenilworth	OP	IL
5	WAYNE VANEK	Wayne Vaneck	838 Wenona	OP	IL
6	Judy Humowicki	Judy Humowicki	426 N. Sedville Ave	O.P.	IL
7	MARY ZIEGLER	Mary Ziegler	1109 N. Linden	OP	IL
8	KEVIN CASSIDY	Kevin Cassidy	623 N. CAYLER	OP	IL
9	Dorothy DeBarry	Dorothy DeBarry	608 S. Lombard Ave	O.P.	IL
10	Mary Ann Donnelly	Mary Ann Donnelly	708 Forest	OP	IL
11	Janet Ann Corwitt	Janet Ann Corwitt	1026 S. Harney	OP	IL
12	Larry J. Kagan	Larry J. Kagan	804 N. Ridgeland	OP	IL
13	Richard G. Drzycki	Richard G. Drzycki	531 N. Kimbark	OP	IL
14	Annelle Kulebel	Annelle Kulebel	1235 N. Oakwood Ave	OP	IL
15	Margaret Burke	Margaret Burke	746 W. Garland	OP	IL
16	Michael Cormack	Michael Cormack	908 Hannah	OP	IL
17	Manon Ross	Manon Ross	1071 S. Skidmore	OP	IL
18	Debra J. Brown	Debra J. Brown	623 N. Caylor	OP	IL
19	NANCY HEZLER	Nancy Hezler	1154 S. Taylor	OP	IL

Petition in Support of Interfaith Housing Affordable Housing Proposal at the "Comcast" site

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#	Name (Print)	Signature	Address	City	State
1	MARY JENKINS	Mary Jenkins	112 N. Humphrey	Oak Park	IL 60302
2	ANITA O'HARA	Anita O'Hara	125 N. Humboldt	OP	IL 60302
3	Mary Swientonowski	Mary Sw	113 N. Lombard	OP	IL 60301
4	MADONNA LEEN	Madonna Leen	1107 Holloway	OP	IL
5	RICK PIWONAREZK	Rick Piwonarezk	221 W. Kaulbach	O.P.	IL
6	JAMES WRIGHT	James Wright	225 N. Semler	OP	IL
7	STEPHEN BERNOWICK	Stephen Bernowick	126 N. Sawar	OP	IL 60302
8	LYDIA LEWIS-BRANNIST	Lydia Lewis-Brannist	717 N. CURSEA	OP	IL 60302
9	WILLIAM D. CORNELIUS	William D. Cornelius	208 Forest	OP	IL
10	MARY ELLERESZK	Mary Ellerszk	101 N. Humphrey	OP	IL
11	SARAH A. HILL	Sarah A. Hill	739 Columbus	OP	IL
12	RATHLEEN FOLEY	Rathleen Foley	812 N. Oak Park	OP	IL
13	KATHLEEN O'HARA	Kathleen O'Hara	642 N. Ridgeland	OP	IL
14	FRANK HOLEFELD	Frank Holefeld	1035 N. Oak Park Ave	OP	IL
15	DEIRDRE O'NEIL	Deirdre O'Neil	205 Pleasant St. Apt C	OP	IL
16	KELLY M. DONOVAN	Kelley M. Donovan	1150 Washington	OP	IL
17	ANNE MARIE GARDNER	ANNE MARIE GARDNER	1094 S. Gunderson	OP	IL
18	ROBERT W. HEACON	Robert W. Heacon	1154 S. Taylor Ave.	OP	IL 60304
19					
20					

Petition in Support of Interfaith Housing Affordable Housing Proposal at the "Comcast" site

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#	Name (Print)	Signature	Address	City	State
1	Patricia Vix-Hodes	Patricia Vix-Hodes	945 Columbian	Oak Park	IL
2	ED JENKS	Ed Jenks	1112 W. Hampden	"	"
3	Roger French	Roger French	815 - Fair Oaks	"	"
4	Lee Webster	Lee Webster	720 S. Kentworth	"	"
5	Mysty R. Brown	Mysty R. Brown	1014 N. Lombard St.	Oak Park	IL
6	Cheryl Cooper	Cheryl Cooper	321 W. Jackson	OP	IL
7	Rosemary Foley-Sher	Rosemary Foley-Sher	1111 Erie	OP	IL
8	CATHERINE GALLOBY	Catherine Galloby	130 Francisco Ter	OP	IL
9	Marcy Darin	Marcy Darin	516 Harrison	OP	IL
10	Theresa Bruun	Theresa L. Bruun	701 N. Kenilworth	OP	IL
11	MARGARET MIREMAN	Margaret M. Brennan	531 N. Kenilworth	OP	IL
12	Nail Collins	Nail Collins	631 N. Humphrey	OP	IL
13	Joseph Perez	Joseph Perez	808 S. Engid	OP	IL
14	Andreen A. Neukraus-Butler	Andreen A. Neukraus-Butler	260 Forest	OP	IL
15					
16					
17					
18					
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20					

Failor, Craig

From: Kornatowski, Sue
Sent: Tuesday, February 22, 2011 9:42 AM
To: Failor, Craig
Subject: FW: Low Income Housing at the old Comcast Building

From: Jim Varner [mailto:jvarner@webster-hoff.com]
Sent: Monday, February 21, 2011 10:46 AM
To: board@oak-park.us
Subject: Low Income Housing at the old Comcast Building

am writing as an Oak Park resident who has lived in the village since 1974.
am concerned about the proposed low income building being discussed for the old Comcast building
on Madison Avenue.

Creating a dense location of low income housing g seems to fly in the face of what works and what does
not work.

Housing developments that are completely "low income" do not work. We need simply to look at
Cabrini Green and other similar well meaning initiatives that failed during the 1900s. We need a forward
thinking program that will mix low income and moderate to high income people. These models work
because of many reasons, not the least being is that if you mix despair and despair you get despair. If
you mix despair with hope, and I mean effective income role models then you stand a chance for
success.

If this site is made to be "low income" only then the chances of failure are enhanced and the end result
will be a much bigger problem.

Do we really want that? We need to enhance the opportunities for success by looking forward not
backwards.

Jim

Failor, Craig

From: Daniel Knight [danielknight@sbcglobal.net]

Sent: Monday, February 21, 2011 9:44 PM

To: Failor, Craig

Subject: Comcast Project

Dear Mr. Failor,

I am writing to urge you and the other members of the Housing Commission to approve the mixed-income project on Madison Avenue. During these dreadful economic times it is the decent thing to do. It will help maintain economic diversity in Oak Park. A yes will uphold Oak Park's reputation for planning for the future. I have met many people in recent years who work in or near Oak Park, but declare they cannot afford to live here. It would even be a "green" vote to provide housing closer to many peoples' jobs.

Please do not be swayed by the alarmist rhetoric of people already living in comfort. Many decent, honest people are struggling right now!

Sincerely,

Sarah and Dan Knight
732 N. Ridgeland Ave.
Oak Park, IL 60302

Failor, Craig

From: rvpokorny@comcast.net

Sent: Thursday, February 17, 2011 7:50 PM

To: Failor, Craig

Subject: Comcast Building - Yes

Mr. Failor:

Please advise the Oak Park Board that I support the Comcast Building proposal. This plan will increase diversity in Oak Park, not cause segregation as some have claimed. We don't consider an area to be segregated if several homes in a row have minority owners. Why would we consider this building as creating segregation, even if the majority of residents are minority? They will be right next door to home owners, just like people who live in other Oak Park apartment buildings. Some of the people in the building are likely to be current residents of Oak Park, or people who already work in Oak Park.

The building will house people who can use Oak Park's support, while supporting our businesses with their purchases, supporting our employers with their labor and helping us to grow further as the community we wish to be. While some of the concerns of the neighbors are justifiable, I think most of those concerns have been addressed. Perhaps the parking issue still needs to be resolved.

Similar concerns and fears were raised long ago when Open Housing was the issue. The Open Housing movement improved Oak Park and helped it become the great village it is today. We can become a better place still. I ask you to vote to approve this project.

Thank You. Sincerely,

Rich Pokorny, 1102-B South Maple, Oak Park, 60304

Failor, Craig

From: Douglas McMeyer [douglasmcmeyer@gmail.com]
Sent: Thursday, February 17, 2011 10:21 PM
To: Failor, Craig
Subject: Comcast Closing Requests

Craig,

Here are the requests we made this evening.

Thanks,
Doug

- 1) Layer the tenant profile with a primary level of work and live in Oak Park and a secondary level of live or work in Oak Park.
- 2) Set a floorboard for those who live or work in Oak Park at the highest level that exists in other buildings run by Oak Park Housing Authority at 9/10. At a minimum, it MUST exceed 80%.
- 3) A definition of working in the village that consists of an average of at least 15 hours per week.
- 4) A stringent written criminal and background check standard and procedure.
- 5) A modification of the tenant profile to include those who need accessible housing - per the stated need.
- 6) A 24/7 resident manager or staff member.
- 7) An escrow account to cover a future traffic and parking study and modifications required as a result.
- 8) A diverter to prohibit travel north from the parking lot.
- 9) A right turn only restriction onto Madison.
- 10) Additional parking be acquired before construction can begin.
- 11) Work with objectors to determine the impact of this project on property values.
- 12) New evaluations of the revised parking plan.
- 13) Bonds to cover all potential construction damage to residential property, including drilling of wells.

Failor, Craig

From: Jim Field [jfield@chicagohomeless.org]

Sent: Tuesday, February 22, 2011 11:18 AM

To: Failor, Craig

Dear Mr. Failor,

As a long time and current resident of Oak Park I would like to communicate my support of the development of the ComCast building for affordable housing. I think it is a great idea and would add to the diversity of the community as well as meet the needs of a portion of our community that is in need of affordable housing. I think it is also good that the manager of the property and their phone number and office address is listed prominently so any legitimate concerns neighbors have are immediately addressed.

My wife and I moved here 25 years ago and have raised two children at 1158 S. Cuyler Avenue.

Should you need to talk to me please do not hesitate to call me at 312-217-4830.

Sincerely,

Jim Field

TO: THE ZONING BOARD COMMISSIONERS OF THE VILLAGE OF OAK PARK

FROM: BRIAN J. SLOWIAK
1007 COLUMBIAN
OAK PARK, ILLINOIS 60302

TELEPHONE: 708 524 0264
E MAIL: brian.slowiak@hotmail.com

SUBJECT: OPPOSITION STATEMENT

REF: GROVE AND MADISON PROJECT

DATE: 23 FEB. 2011

I AM OPPOSED TO THE PROPOSED PROJECT AT GROVE AND MADISON ON TWO VERY BASIC COUNTS.

I AM A RETIRED OAK PARK POLICE OFFICER. THE GROUPS SUPPORTING THE PROJECT STATE THAT THEY WILL AND ARE VERY DILIGENT IN THEIR BACK ROUND CHECKS SCREENING OF POSSIBLE RESIDENTS.

ANY ALPHA OR NUMERICAL BASED BACKGROUND CHECK CAN BE COMPROMISED BY THE PERSON MAKING APPLICATION. AS WITH ANY COMPUTER, GARBAGE IN MAKES FOR GARBAGE OUT. IDENTITIES CAN BE STOLEN.

THE ONLY WAY TO CHECK A PERSONS BACKGROUND, AND I AM NOT ADVOCATING THIS, IS BY FINGER PRINT CHECK OR RETINA SCREENING. THAT IS THE ONLY POSITIVE WAY TO IDENTIFY A PERSONS BACKGROUND.

MY SECOND OBJECTION COMES IN THE WAY OF THE NAME, THOMAS VANDA. ABOUT 1981 , THOMAS VANDA MURDERED A YOUNG WOMAN SOMEWHERE ON THE FAR SOUTH SIDE. BY STABBING HER TO DEATH, THE PROFESSIONAL, EDUCATED AND WELL READ JUDGES, PSYCHIATRISTS AND PSYCHOLOGISTS MADE THE DECISION THAT AFTER A YEAR OF TREATMENT AFTER HE WAS FOUND NOT GUILTY OF THE MURDER BY REASON OF INSANITY THAT HE SHOULD BE LET FREE AND TREATED AS AN OUT PATIENT.

NATURALLY, THE BEST SERVICES FOR THIS TYPE OF TREATMENT WERE AT OAK PARK FAMILY SERVICES HERE IN OAK PARK. SO, THOMAS VANDA WAS MOVED BY HIS FAMILY FROM THE SOUTH SIDE TO OAK PARK. JUST SO HE COULD BE HELPED.

VILLAGE CLERK
OAK PARK, IL

11 FEB 23 PM 12:04

RECEIVED

WE OAK PARK POLICE OFFICERS KNEW OF THOMAS VANDA AND HIS BACKGROUND. THE PARENTS OF THOMAS VANDA FILED COMPLAINTS AGAINST INDIVIDUAL OFFICERS FOR STOPPING AND BOTHERING THEIR SON.

ABOUT 18 MOONTHS AFTER BEING RELEASED FROM THE FIRST MURDER, THOMAS VANDA, MURDERED ANOTHER FEMALE OAK PARK RESIDENT IN HER HOME BY STABBING HER TO DEATH.

MY FELLOW OFFICERS AND I WENT TO THE FUNERAL. WE LOOKED INTO THE EYES OF THE FAMILY AND LOOKED AT THE CLOSED COFFIN. I PERSONALLY APOLOGIZED TO THE FAMILY FOR FAILING TO PROTECT THEIR DAUGHTER. IT WAS A TOUGH DAY TO ADMIT THAT YOU PROFESSIONALLY FAILED, AND THAT FAILURE LEAD TO THE DEATH OF A CITIZEN, A PERSON I HAD SWORN TO PROTECT.

YOU COULD ARGUE THAT THIS MURDER WOULD AND COULD OF HAPPENED ANYWAY. I DON'T KNOW.

BUT I DO KNOW THIS. THE JUDGES, PSYCHIATRISTS, AND THE PSYCHOLOGISTS WHO AGREED TO SET THOMAS VANDA FREE DID NOT ATTEND THE FUNERAL.

IF YOU VOTE FOR THIS PROJECT, I AS A CITIZEN ASK JUST ONE PROMISE OF YOU IN YOUR OFFICIAL CAPACITY. I WANT YOU TO PROMISE THAT EACH ZONING BOARD MEMBER WILL MAKE DIRECT FACE TO FACE CONTACT WITH ANY, IF ANY, AND ALL VICTIMS OF THE RESIDENTS OF THIS PROJECT. I WANT YOU TO TELL THOSE VICTIMS THAT YOU KNEW BEFORE HAND OF THE POSSIBILITY OF A RESIDENT BECOMING A VICTIM. YOU CHOSE TO VOTE FOR THE PRIVILEGES OF THE HOUSING PROJECT RATHER THAN THE RESIDENTS WHO OPPOSED THE PROJECT.

IF YOU PROMISE TO MEET WITH ALL THE VICTIMS FACE TO FACE AND EXPLAIN YOUR VOTE TO THEM, THEN VOTE FOR THIS PROJECT. HOWEVER, IF YOU WILL NOT MAKE THIS PROMISE, THEN YOU SHOULD NOT VOTE FOR PROJECT.

AS A RETIRED POLICE OFFICER, THE FACES OF THE DEAD VICTIMS, THE VICTIMS I AS A POLICE OFFICER FAILED TO PROTECT HAUNT ME DAILY. YOUR POSITION A ZONING BOARD MEMBER SHOULD CARRY THE SAME RESPONSIBILITY.



BRIAN J. SLOWIAK

The Insanity of the Insanity Defense

by Carol A. Valentine

**How psychiatry has undermined
the criminal justice system in America by justifying crime
and propagandizing through the redefinition of words**

Even before John W. Hinckley III had been indicted for the attempted assassination of President Ronald Reagan his defense attorneys were already lining up psychiatrists and the controversy over Hinckley's "sanity" had started.

The Hinckley affair, as well as a number of other notorious criminal cases, has focused national attention on the insanity defense, and the extent to which psychiatry has undermined justice in the United States by justifying criminality. As a result, a growing number of lawmakers, jurists, and even psychiatrists themselves are suggesting sweeping changes in insanity pleadings, at both the state and federal levels.

"Not guilty by reason of insanity" is a special verdict of acquittal in a criminal trial. The verdict grants that although the accused committed the act in question, he cannot be held legally responsible because he was not sane at the time of the crime. Defendants thus acquitted are then usually committed to a mental institution for an indeterminate period and released upon the recommendation of institution psychiatrists at such time the psychiatrists consider the person "sane."

Since the insanity defense originated almost 200 years ago, definitions used to describe insanity have broadened, and new variations of the defense have been developed, giving criminals ever-increasing chances of escaping the legal consequences of their acts.

Thus the insanity defense is a major concern to law enforcers, and was given special attention by Presidential Counselor Edwin Meese III when he addressed the California State Sheriffs' Association last year:

"If we are really sincere about the protection of the public, the mental condition of the individual at the time he committed the crime is immaterial. A good portion of criminal trials is taken up with hot and cold psychiatrists running in and out for both sides telling what is wrong with the accused. The way psychiatrists are now pushed and tugged ... in order to provide testimony for one side or the other is a disgrace to their profession."

Jeffery Harris, executive director of the Attorney General's Task Force on Violent Crime, makes a similar criticism. Says Harris, "What amazes me is that in any trial I've ever heard of, the defense psychiatrist always says the accused is insane, and the prosecution psychiatrist always says he's sane. This happened invariably, in 100 per cent of the cases, thus far exceeding the laws of chance. You have to ask yourself, 'What is going on here?'"

The insanity defense is being used as a football ... and, quite frankly, you'd be better off calling Central Casting to get 'expert psychiatric testimony' in a criminal trial."

That the insanity defense is used consciously to escape the penalties of the law is common knowledge.

Sen. Orrin Hatch (R-Utah), who recently introduced insanity reform legislation (S 818), pointed to a telling case in Chicago in which Thomas Vanda, then 18 years old, was convicted of stabbing a neighbor, a teenage girl, as she lay asleep in her bed. While he was on probation from that conviction and receiving psychiatric care, he killed a 15-year-old girl with a hunting knife, and was found not guilty of that crime by reason of insanity. He was committed to a mental institution but released 15 months later by psychiatrists as cured.

In 1978 Vanda was again charged with stabbing another young woman to death, and again pleaded "not guilty by reason of insanity." During these escapades, and while an inmate in Cook County jail, Vanda took time out to advise a fellow inmate on "how to beat a murder rap" by pleading insanity. He advised "acting crazy" in front of doctors, such as claiming to hear voices or openly performing indecent acts.

Failor, Craig

From: SFTSKILLS@aol.com

Sent: Tuesday, February 22, 2011 4:48 PM

To: Failor, Craig

Subject: The Comcast Project

Dear Members of the Oak Park Plan Commission:

We moved to Oak Park more than thirty years ago, specifically to raise our family in a community committed to core values of diversity and equal opportunity. We believe that your recommended approval of the variances required for the Comcast Redevelopment to proceed will give current expression to those core values.

Approval of the Comcast project will help to revive the Madison Avenue corridor, create additional job opportunities and tax revenue, and provide an exemplar of sustainable development. Our own institutions, the Oak Park Housing Authority and Residence Corp, will own and manage the development. Each of these factors constitutes a strong ground for permitting the project to proceed. Most importantly, by recommending approval of the redevelopment you make meaningful the undertakings in the 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.

We thank you for your thoughtful and principled consideration of this matter.

Respectfully submitted,

Eric and Angela Gershenson
142 North Taylor
Oak Park, IL 60302
(708) 445-0204
sftskills@aol.com

Failor, Craig

From: dburke6945@aol.com
Sent: Wednesday, February 23, 2011 9:55 PM
To: Failor, Craig
Subject: Interfaith Housing Development

Dear Mr. Failor,

I am writing to urge the Plan Commission to grant the necessary zoning to permit the construction of the proposed affordable housing development for the Comcast site. As an affordable housing developer I am well aware of the need for quality affordable housing in diverse communities such as Oak Park, located near transit and commercial space. Interfaith Housing has a strong track record in the development of affordable housing and will be an excellent steward for the development. I am also writing as a former member of the District 97 School Board from 2003-2007. In that capacity I became most acutely aware of the need for an increase in Oak Park's tax base to support schools without burdening homeowners further. The proposed development will replace a blighted structure with an aesthetically pleasing building that will provide much needed affordable housing while reinvigorating the corner.

I urge your support of this development.

Dan Burke
310 S. Humphrey Ave.

Failor, Craig

From: Brad Wainer [bwainer@pricare.org]
Sent: Thursday, February 24, 2011 9:13 AM
To: Failor, Craig
Subject: Comcast Building

My wife and I fully support converting the Comcast building to affordable housing. Please do not be pushed, by ignorance, into making a decision that will abrogate our responsibility to the others in our society that are less fortunate than us.

Thank you for listening.

Brad Wainer

841 N. Kenilworth Ave

Oak Park, IL

Failor, Craig

From: leah shapiro [leahshapiro407@comcast.net]

Sent: Sunday, February 27, 2011 2:46 PM

To: Failor, Craig

Subject: Comcast Building - YES

Dear Mr. Failor,

I am advocating for the Comcast Building Project as a Parent, Past President of NAMI, and as a member of both the Social Action Committees of Third Unitarian Church and Oak Park Temple. I have worked in low income communities and public housing my entire career as an early childhood specialist. The Comcast Project should not be compared to Public Housing which for years has housed people on TANF who are at the poverty level in low resource areas. This is not slum housing as the opponents portray it. Their negative comments regarding potential tenants is irresponsible and demeaning to those families and adults seeking affordable housing. The testimony from families and young adults who testified at the hearing reiterated that an opportunity to live in the neighborhood where they grew up, on their own, would in itself give them a chance for self-governance and independence. All of the supports are in place for this project and I respect all of the players and their reputations.

My son was an excellent student and the lead in many plays at OPRF. He was diagnosed with mental illness when he was 19. He is now in full recovery and works as a Recovery Specialist in Oak Park. He also sets up complicated voting machines before elections and teaches Peer to Peer. He is no longer on SSI because he is well and has too much money that he has saved in his bank account. My son has not had a drink for over 10 years. How many of us can say this? He earns about \$1,600 a month which is about \$19,440 per year. The poverty guidelines for a family of 1 in 2010 were \$10,830 or \$902.50 a month. My son is at 150% of the poverty level without even considering his additional income. Those being considered for the Comcast Building would be earning at the max 250% of the Poverty Level which is a little over \$27,000 dollars. My son would like to live in Oak Park near to his work. He is considering buying a car with his savings.

Most of the affordable apartments in Oak Park are walk-ups and not suitable for those with physical disabilities. The Comcast building would provide this support. I am also well acquainted with many of the consumers at the NAMI Metro Suburban, Drop In Center. I am certain that many of them would make excellent tenants as life has dealt them a hard way to go. In this economy, many people have lost their jobs and are in need of affordable housing once they find work. Others are already working part-time like my son. Many teacher assistants and even teachers in childcare centers earn under \$27,000 a year. They want what we want; **secure, decent, affordable, and accessible housing.**

If we are truly a village, let us support all of our residents and neighbors. **Vote YES on the Comcast Building.**

Sincerely,

Leah Shapiro

Failor, Craig

From: gbfore@aol.com

Sent: Monday, February 28, 2011 10:40 AM

To: Failor, Craig

Subject: low income housing in Oak Park

Dear Mr. Failor and the Oak Park Plan Commission,

My husband and I moved to Oak Park in 1975 and raised our four children here. We now live at 922 North Blvd. We love Oak Park for what it is and what it stands for, diversity, humanity, and great restaurants and the Lake Theater!

We support the conversion of the Comcast building to low income housing. We believe people with low incomes deserve to have a decent home. If everyone said "not here" there would never be any low income housing. My 69 year old brother used low income housing in California and it was a God-send. He is now able to afford renting half a house. We know Oak Park can handle the parking and other perceived problems, in order to allow low income persons the opportunity for a good home here.

Thank you for your consideration.

Sincerely,

Gayle and Paul Brinkman

March 3, 2011

Members of the Oak Park Plan Commission,

We write to you as the local members of United Power for Action and Justice encouraging you to approve Interfaith Housing Development Corporation's proposed redevelopment of the Comcast Building.

We have participated in the hearing process – attending the hearings and offering testimony. Three concerns about the development have been raised that we would like to address, offering counter evidence/argument to what was presented by those opposed to the development:

- **Parking.** We understand that the number of proposed parking spaces is less than that required by the village. However, we feel the requested parking variances are acceptable. The ratio of spots to units is significantly more than that allowed for Mills Tower which serves the elderly and disabled – two constituencies that this building hopes to include. As our leaders from Progress Center for Independent Living have noted, a significant portion of their consumers rely on para-transit and do not drive. Living in a transit rich building on Madison Avenue in Oak Park is ideal for their community.

Additionally, parking is an issue throughout the entire village. As Commissioner Belenke pointed out at the February 17th hearing, Oak Park is working to meet the needs of the 21st century with parking infrastructure that was built to serve the needs of the 19th century.

Several of our members live within two blocks north or south of Madison. If they live near a successful business, parking is an issue. A new business, Chicago Chicken and Waffles is thriving. Residents on Scoville up to two blocks south report increased traffic. This is a reality of Oak Park that residents, commissioners, village staff and trustees together can solve. It should not be used as an excuse to keep a viable development project out.

- **Density.** We believe that the proposed density is worthy of approval. Based on the village code, such a development, with fewer units and more bedrooms is permissible with no additional approval.

Additionally, the financial viability of the proposed project was a key factor in the number of units. Financial feasibility drives business decisions whether for profit or non-profit. This one is no different. The developer proposes 51 units because it is financial feasible, is not excessive and considers what will fit with the surrounding neighborhood.

- **Character of the neighborhood: Property values and tenant profile.** Affordable housing developments like the proposed Comcast Redevelopment protect and preserve property values because they create beautiful new buildings or rehabilitate vacant/older buildings and they diversify the local housing market. Numerous studies and analyses of affordable housing developments in the Chicago region as well as national analyses by the Realtors, the Homebuilders, and well-known community development foundations like Enterprise and LISC reveal that affordable housing developments do not cause a decline in property values – in many cases, they serve as a stabilizer or even a catalyst for property values.¹ Oak Park's existing affordable housing has not hurt our property values. The fact that the Comcast redevelopment is going to be owned and managed by local entities that already successfully own and manage affordable housing here in our beautiful village further reinforces what most studies have found.

Tenant profile. As noted in the research-based testimony of the Oak Park Regional Housing Center. There is both a need for the population served by this building and its impact will not create segregation but will rather increase integration.

"The relatively small size of the building – 51 units – would increase the number of rental units available in this tract by only 2%. Both the actual number of units and the share of total units in the tract are insufficiently small to create a segregative effect."

From our research the impact on the surrounding community of such a development offers many significant advantages to the village. It will take a currently vacant eyesore and turn it into a visually and environmentally sound building. It will bring jobs and a new tax base. It will offer an option to people already working in our community and enrich the village's social fabric.

"The people of Oak Park choose this community, not just as a place to live, but as a way of life ... 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 Diversity Statement

We know that the village of Oak Park strives not just be a village that works and represents most but works to include all. This was reflected in the Plan Commission's hard work and consideration of all opinions on this proposal. A recommendation to approve the project will ensure that Oak Park is a village who works to include all.

Sincerely,

Jim Schwarber
Ascension Catholic Church

Dave Roth
Good Shepherd Lutheran

Rev. Marti Scott
Euclid Avenue Methodist Church

Sam Knight
Progress Center for Independent Living

Claire Lombardo
Chicago Coalition for the Homeless

On behalf of the Oak Park area member institutions of United Power for Action and Justice

Michael MaRous, "Low-Income Housing in Our Backyard: What Happens to Residential Property Values?" *The Appraisal Journal* 64, 1, (1996): 27-34; Richard K. Green et al., *Low Income Housing Tax Credit Housing Developments and Property Values*. Center for Urban Land Economics Research, University of Wisconsin, 2002; Ingrid Gould Ellen et al., "Do Homeownership Programs Increase Property Value in Low Income Neighborhoods?" Joint Center for Housing Studies, Harvard University, Low Income Homeownership Working Paper Series, September 2001; Maxfield Research, *A Study of the Relationship Between Affordable Family Rental Housing and Home Values in the Twin Cities* (Minneapolis, MN: Family Housing Fund, 2000).; Joyce Siegel, *The House Next Door*, Innovative Housing Institute, 1999. <http://www.inhousing.org/housenex.htm>.; Elizabeth Warren, Robert Aduddell, and Raymond Tatlovich. *The Impact of Subsidized Housing on Property Values: A Two-Pronged Analysis of Chicago and Cook County Suburbs*. Center for Urban Policy, Loyola University of Chicago, Urban Insight Series No. 13, 1983.; Paul Cummings and John Landis, *Relationships Between Affordable Housing Developments and Neighboring Property Values*. Institute of Urban and Regional Development, University of California at Berkeley, Working Paper 599, 1993.; Jeffery Baird, *The Effects of Federally Subsidized Low-Income Housing on Residential Property Values in Suburban Neighborhoods*. Northern Virginia Board of Realtors Research Study, December 1980.; Hugh Nourse, "The Effect of Public Housing on Property Values in St. Louis." *Land Economics* 60 (2), 1984.; Carol Babb, Louis Pol, and Rebecca Guy, "The Impact of Federally-Assisted Housing on Single-Family Housing Sales: 1970-1980." *Mid-South Business Journal*, July 1984; Robert Lyons and Scott Loveridge, *An Hedonic Estimation of the Effect of Federally Subsidized Housing on Nearby Residential Property Values*. University of Minnesota, Department of Applied Economics, 1993..; *Affordable Housing for Families and Neighborhoods: the Value of Low-Income Housing Tax Credits in New York City*. Columbia, MD and Washington, DC: Enterprise Community Partners, Inc. and Local Initiatives Support Corporation (LISC).

To: Oak Park Plan Commission

From: Dominic Tocci, 815 Wesley Ave, Oak Park, IL 60304, 773-301-9619

Re: Support for Interfaith Housing's Mixed Use Planned Development

My name is Dominic Tocci. I live at 815 Wesley Avenue with my wife and two children and have been an Oak Park resident for two years. In addition to being a resident, my professional work focuses on housing and community development issues in the Chicago region, especially the suburbs, including Oak Park and our neighboring communities.

I support Interfaith Housing's development proposal because, as someone living near Madison Street, I view this project as a positive step for the corridor that aligns with the Madison Street Corridor Plan. An unattractive, vacant building will be replaced by an attractive preservation of a historic structure, with an environmentally-friendly design that the Village can take pride in. I reviewed the Staff Technical Review Report and believe the requested variances are reasonable.

I support Interfaith Housing's development proposal because this project aligns with Oak Park's Comprehensive Plan objectives to support economically diverse housing and expand the Village's residential and commercial tax base. Existing waiting lists clearly demonstrate sufficient demand for these 51 housing units from people living and working in Oak Park. New jobs and economic activity will be generated as a result of this project. Employees who are able to live closer to work will bring benefits to local employers in the form of higher productivity and lower turnover.

Most of all, I support Interfaith Housing's development proposal because the project aligns with my own hopes for the community I chose to live in two years ago. I firmly believe that our community should support housing available to our existing lower income residents and workers, and I just as firmly do not believe that a 51 unit building within the Oak Park community constitutes a concentration of poverty. The ownership and management team is a critical success factor, and the team involved in this proposal has a proven track record. Coupled with on-site supportive services, this development and its transit-friendly location will be meaningful for our low income, disabled and elderly neighbors and workers.

In regard to the issue of the development's income mix, I believe that the most important consideration is not whether a specific building is mixed-income, but whether the surrounding community is thriving and desirable. Oak Park is blessed with a strong mix of incomes and great access to transportation and amenities that will serve the residents of the proposed development well.

I further hope that this proposed development is not impeded by concerns about a single issue, such as parking, without adequate consideration of the developer's experience with similar buildings of this type and the associated parking needs.

I encourage the Plan Commission to support this proposal. Thank you.

Failor, Craig

From: Failor, Craig
Sent: Monday, March 07, 2011 9:36 AM
To: Failor, Craig
Subject: FW: Letter to Planning Commission Re: Housing Project proposed for former Comcast Building

-----Original Message-----

From: kmtwjs [mailto:kmtwjs@comcast.net]
Sent: Wednesday, March 02, 2011 11:29 PM
To: ComSvc@oak-park.us
Subject: Letter to Planning Commission Re: Housing Project proposed for former Comcast Building

Dear Planning Commission Members:

We strongly urge you to reject the low-income housing project planned for the former Comcast building for the following reasons:

Parking is not adequate for residential or commercial purposes.

Potential commercial tenants will not be interested in renting space with no parking. There is a glut of commercial space available in Oak Park and the surrounding areas, some of which has been empty for at least five or six years (for example there are multiple vacancies at Oak Park and South Blvd that have been empty for at least that long). Given the poor economy and the excess amount of available rental space, store front space in a low-income housing project with no parking is not an attractive rental property. In addition, the presence of the housing project could dissuade additional potential commercial tenants from developing and/or renting other available vacancies on Madison Street.

The parking for the residents and their guests is woefully inadequate. The Commission has heard evidence indicating that many if not most low income persons, especially those with jobs, have cars. They are not going get rid of the car to live in the housing project. Caseworkers, friends and relatives will be visiting. Medical transport and buses for seniors also need some place to pick up residents. We have at least two housing projects currently in Oak Park with inadequate parking which demonstrate that low income housing needs more parking for residents and visitors. Through my volunteer work in Oak Park, I frequently visit Mills Tower and The Oaks. Between 9-11 am on weekday mornings, the lots are always overflowing and there is nowhere to park but the neighborhood streets.

A 51-unit single room low-income housing project is not a good fit for the neighborhood.

Even if you assume that there is a need to serve this population, the needs of this population should not outweigh those of families who have been living in Oak Park and paying taxes for years and in some cases generations. This housing project will likely house single men. Adding 51 single men to a block populated by families is not a good fit. Where will these low income singles go for recreation? Will they hang out in our parks or at the library which already seems to have a population of adult men who frequently loiter in and around the library in the evening? If the building will accept individuals who are recovering substance abusers, the relapse rate is about 60-80% according to information available on the internet. If they relapse, isn't it likely that they might rob or burglarize neighborhood residents to get money for drugs? And according to the local papers, there is a vibrant drug trade going on right down the street in

the parking lot of the McDonald's on Madison.

What if the building fails?

Of course everyone would like the housing project to succeed and to be filled with hardworking, upstanding citizens who just need a little help. But what if it fails? What if it becomes like other low-income projects -- a den for drug dealers, gang-bangers and prostitutes? How does the planning commission propose to deal with that situation? Low-income housing is a proven failure. It is being torn down across the country. Why do you want to bring a proven failure to Oak Park? Oak Park has enough problems and inadequate resources to deal with them. If you follow the crime blotter in the Oak Leaves, you know that Oak Park currently is not a safe place. Armed Robberies (most of which a gun, knife, or other dangerous weapon was used) happen almost weekly in Oak Park. We realize that Mr. Pope and others have stressed that crime has gone down since 1991 (which we assume must have been a record high year), but since we did not live here in 1991, we do not find that comforting. There have been incidents of mothers with children being robbed while putting a child in a car seat and pushing a stroller. The point is that the police cannot adequately address, prevent and solve the large amount of crime we already have in Oak Park. Why is it a risk adding to that problem?

In conclusion, plenty of evidence has been presented to the Commission during the public hearings which indicates that the probable negative consequences of this project far outweigh the possible benefits. Plenty of evidence also indicated that the residents in the neighborhood do not support this project. Once the economy improves there will likely be more desirable proposals for this space. The Commission should not approve this project just because it is the only thing on the table right now. In our view the low-income housing project has a serious case of the Emperor's New Clothes. We strongly urge you to look at this proposal through the eyes of those families and seniors who live in the immediate neighborhood and reject this proposal.

Thank you for considering our views and concerns,

Ms. Tulley & Mr. Serritella
Concerned residents and parents living on South Euclid Ave.

Resident Petition

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
- I support creating opportunities for people who earn less to have a home in our community.
- I support providing services that help people to improve their lives.
- I support housing for men and women working in our small businesses, our grocery stores, our pharmacies, our restaurants, our hospitals, and our schools.
- I support Oak Park being a model for other communities when it comes to welcoming and supporting people in our community.
- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

Terry J. Grace
Name/Signature

227 S. Taylor
Oak Park, VA
Address 60302

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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[Signature]
Name/Signature

227 N. Kenilworth Ave #12
Oak Park, IL 60302
Address

SUBMITTED
JAN 20, 2011

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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<u>MELISSA MITCHELL</u> Name/ Signature	<u>525 N. Halsked, Olathe, MO 66042</u> Address
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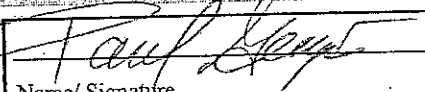
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<u>Judith Gaetto Grace</u> Name/ Signature	<u>JUDITH GAETTO GRACE 227 S TAYLOR OP 60302</u> Address
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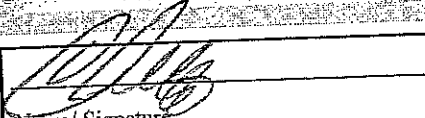
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Name/Signature

245 Washington Ave
Oak Park IL
60302
Address

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Name/Signature
Christine Steyer

245 Washington 1B
Oak Park, IL 60302
Address

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D.L. Dowell

Name/ Signature

Duane L. Dowell

300 N. Grove Av. #2D

Oak Park, IL 60302

Address

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Joan L. Suchomel

Name/ Signature

JOAN L. SUCHOMEL

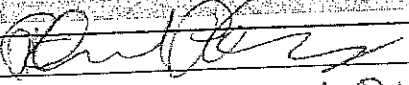
736 S. TAYLOR AVE

60304

Address

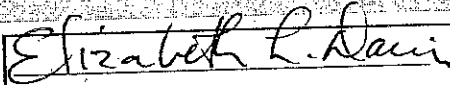
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	1102-B South Maple
Name/ Signature Richard Pokorny	Oak Park
	Address 60304

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	836 S. Cuyler
Name/ Signature	OP 60304
	Address

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Ramzaa C. McKeese

Name/ Signature

1231 N. Euclid
Oak Park, IL 60302

Address

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Ellen Wilkole

Name/ Signature

1102 S. Maple Ave
Oak Park, IL 60302

Address

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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Marilyn Mark
Name/ Signature

950 W. Washington
Oak Park, IL 60302
Address

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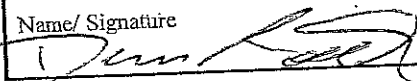
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Mary Mark
Name/ Signature

950 Washington
Oak Park, IL 60302
Address

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<u>Denis Rearty</u>	<u>543 N Taylor</u>
Name/ Signature	<u>Oak Park, IL 60302</u>
	Address

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<u>Richard Meyer</u>	<u>178 N. LOMBARD</u>
Name/ Signature	<u>OP IL 60302</u>
<u>RICHARD MEYER</u>	Address

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<i>Jessica Parks J. Parks</i>	617 SEast Ave
Name/ Signature	Oak Park, IL 60304
	Address

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<i>Mary Zubock</i>	705 S. Kenilworth
Name/ Signature	Oak Park
	Address

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<i>Margaret Morange</i>	<i>315 Wisconsin #7</i>
Name/ Signature	Address
	<i>Oak Park, IL 60302</i>

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<i>Barbara Motine</i>	<i>156 N OAK PARK AVE</i>
Name/ Signature	Address
	<i>OAK PARK IL 60301</i>

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JOHN M. KOS / John Kos	1139 S. LOMBARD
Name/ Signature	OAK PARK, ILL
	Address 60304

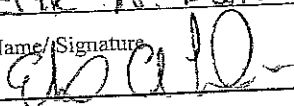
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[Signature]	1047 N. Crown Ave
Name/ Signature	Oak Park, IL 60302
	Address

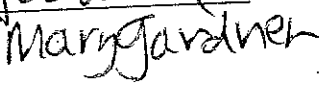
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Eric A. Davis	734 Carpenter Ave?
Name/Signature	Oak Park, IL 60304
	Address

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Mary Gardner	920 N Ridgeland
Name/Signature	Oak Park IL
	Address 60302

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
- I support creating opportunities for people who earn less to have a home in our community.
- I support providing services that help people to improve their lives.
- I support housing for men and women working in our small businesses, our grocery stores, our pharmacies, our restaurants, our hospitals, and our schools.
- I support Oak Park being a model for other communities when it comes to welcoming and supporting people in our community.
- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

<u>Sonja Hall</u>	<u>Sonja Hall</u>
Name/ Signature	304 N. Grove
	Address Oak Park


Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
- I support creating opportunities for people who earn less to have a home in our community.
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- I support housing for men and women working in our small businesses, our grocery stores, our pharmacies, our restaurants, our hospitals, and our schools.
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- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

<u>Shirley Rollins-Lewis</u>	<u>734 CARPENTER LN</u>
Name/ Signature	OAK PARK IL 60304
	Address

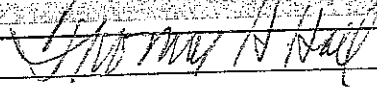
Dear Members of the Planning Commission,

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- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

 Name/ Signature	221 N. Kenilworth Oak Park, IL Address 60302-2057
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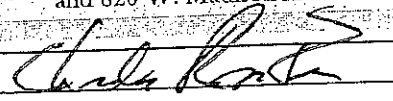
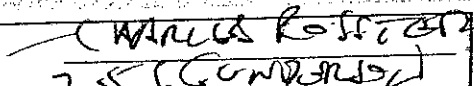
Dear Members of the Planning Commission,

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- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

 Name/ Signature	404 N. Arden Oak Park, IL Address 60276
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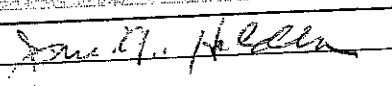
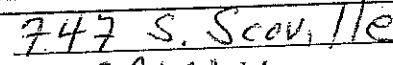
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Name/ Signature	Address 6. P.

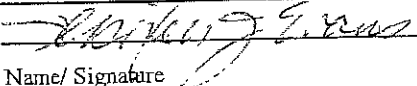
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Name/ Signature	Address 0P62304

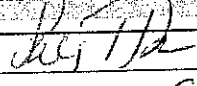
Dear Members of the Planning Commission,

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- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.

 Name/ Signature	531 Woodbine Ave Oak Park, IL 60302 Address
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Dear Members of the Planning Commission,

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 Name/ Signature	Sally Lenike	806 Mableton Oak Park IL 60302 Address
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Dear Members of the Planning Commission,

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<u>Muse Muelik</u>	<u>614 Woodbine</u>
Name/Signature	Address
	<u>Oak Park 60302</u>

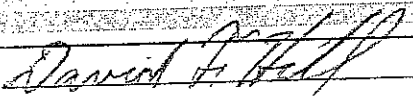
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<u>MARK ROBINSON</u>	<u>119 S. CUYLER</u>
Name/Signature	Address
<u>MRAM</u>	<u>OAK PARK IL</u>
	<u>60302</u>

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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- I live in Oak Park, and I support the Interfaith Housing Development at 800 and 820 W. Madison Avenue.



Name/ Signature

521 S. GROVE AV.
OAK PARK IL 60304

Address

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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Name/ Signature

1020 COLUMBIAN
OAK PARK IL 60302

Address

Dear Members of the Planning Commission,

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Meredith F. Hill

Name/ Signature

*521 S. GROVE AV.
OAK PARK IL 60304*

Address

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Jonda L. Hill

Name/ Signature

*521 S. GROVE AV.
OAK PARK IL 60304*

Address

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Name/ Signature	Sally Hayes <i>Sally Hayes</i>	Address	131 Clinton 60304
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Dear Members of the Planning Commission,

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Name/ Signature	BILL McLAUGHLIN <i>Bill McLaughlin</i>	Address	929 S. GROVE OP
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Dear Members of the Planning Commission,

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Name/ Signature	1131 Wenchuck 60304
<i>Kush Braun</i>	Address

Dear Members of the Planning Commission,

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Name/ Signature	1007 S. Euclid Ave. Oak Park, IL 60304
<i>Betsy Kelly</i>	Address

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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<u>Barbara Salinas</u>	<u>435 E. Humphrey #203</u>
Name/ Signature	Address
	<u>OAK PARK IL 60462</u>

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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<u>Janice Patton</u>	<u>435 Humphrey</u>
Name/ Signature	Address
	<u>OAK PARK</u>

Name/Signature

Address

Janice M. White

*137 S. Louisville
Oak Park, IL 60302*

- I support Oak Park being a truly diverse community.
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Name/Signature

Address

Chris Collan

*435 S. Humphrey
Oak Park, IL
60302*

Dear Members of the Planning Commission,

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<u>Beth Houle</u>	<u>306 S. Humphrey</u>
Name/ Signature	Address <u>Oak Park, IL 60302</u>

Dear Members of the Planning Commission,

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<u>Laura Kintt / Dana Kintt</u>	<u>221 N Karlov Ave</u>
Name/ Signature <u>Net Pozorska / Kintt</u>	Address <u>OP IL 60302</u>

Dear Members of the Planning Commission,

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<u>William Peterman</u>	<u>747 So. Cuyler Ave</u>
Name/ Signature	<u>Oak Park 60304</u>
William Peterman	Address

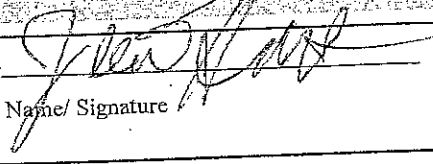
Dear Members of the Planning Commission,

- I cannot afford to live in Oak Park. I work for a non-profit.
- I support Oak Park being a truly diverse community.
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- I support providing services that help people to improve their lives.
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<u>Janet K. Brown</u>	<u>5414 W Ohio St</u>
Name/ Signature	<u>Chicago IL 60644</u>
	Address

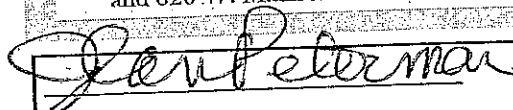
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	925 N. TAYLOR
Name/ Signature	OAK PARK, IL
	Address 60302

Dear Members of the Planning Commission,

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	747 S. Cuyler
Name/ Signature	Oak Park IL 60304
	Address

Dear Members of the Planning Commission,

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<u>KATE PRAVERA</u>	<u>819 WISCONSIN</u>
Name/Signature	Address
<u>Kate Pravera</u>	<u>OP 60304</u>

Dear Members of the Planning Commission,

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<u>Joseph Barabe</u>	<u>1175 S. Clinton</u>
Name/Signature	Address
<u>Joseph Barabe</u>	<u>Oak Park, IL 60304</u>

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community.
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<u>Auto Barab</u>	<u>1178 S. Clinton</u>
Name/ Signature	Address
	<u>Oak Park, IL 60304</u>

Dear Members of the Planning Commission,

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<u>Jane Beckett</u>	<u>1178 S. Clinton Ave.</u>
Name/ Signature	Address
Jane Beckett	<u>Oak Park, IL 60304</u>

Dear Members of the Planning Commission,

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<u>Jean Maloney</u>	<u>1001 S. Cuyler</u>
Name/ Signature	<u>OAK PARK, IL</u>
	Address <u>60304</u>

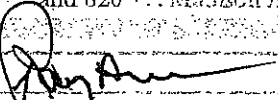
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<u>Jayne Anderson</u>	<u>1110 HOME</u>
Name/ Signature	<u>OAK PARK, IL</u>
<u>Jayne ANDERSON</u>	Address

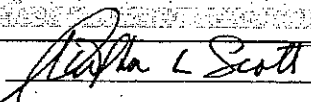
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 Name/ Signature Ray Anderson	1170 Home Oak Park, IL 60302 Address
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Dear Members of the Planning Commission,

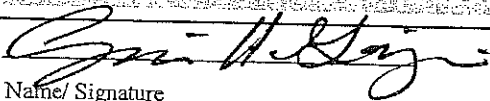
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 Name/ Signature MATHA SCOTT	428 S Euclid G OAK PARK, IL 60302 Address
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Dear Members of the Planning Commission,

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Name/ Signature




Address

Cynthia Gajewski
1007 S. East
Oak Park, IL 60304

Dear Members of the Planning Commission,

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Name/ Signature



Address

Joseph Gajewski
1007 S. East
Oak Park, IL
60304

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<u>Blair Barbour</u>	<u>302 N. Oak Park Ave</u>
Name/Signature	<u>Oak Park, IL</u>
<u>Blair Barbour</u>	Address <u>60302</u>

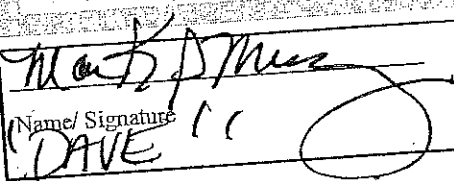
Dear Members of the Planning Commission,

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<u>Joyce Taylor</u>	<u>536 S. Scoville</u>
Name/Signature	<u>Oak Park, 60304</u>
	Address

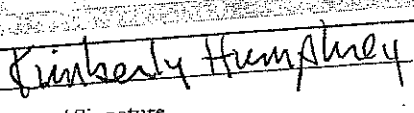
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 Name/ Signature DAVE	711 Washington St Oak Park FL 32802 Address
--	---

Dear Members of the Planning Commission,

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 Name/ Signature Kimberly Humphrey	1178 Wesley Ave Oak Park FL 32804 Address
---	---

Dear Members of the Planning Commission,

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<u>Danette Gauker</u>	<u>Danette Gauker</u>
Name/ Signature	Address
	<u>1116 CLARENCE AVE O.P. IL</u> <u>60504</u>

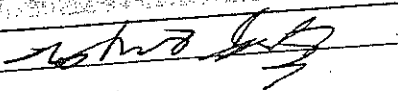
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<u>Sherril M. Hackett</u>	<u>20 N. Austin #</u>
Name/ Signature	Address
<u>Sherril M. Hackett</u>	<u>Oak Park IL 60301</u>

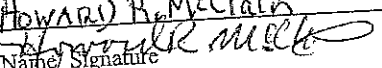
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	Robert Spate
Name/Signature	701 S. Henry Ave. OP 60824
	Address

Dear Members of the Planning Commission,

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Howard R. McClain	408 S. Oak Park Ave
	Oak Park, IL 60302
Name/Signature	Address

Dear Members of the Planning Commission,

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Karen V Calhoun

Name/ Signature

515 N. Lombard
Oak Park IL 60302

Address

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John Leedark Jr

Name/ Signature

608 S. Highland Ave
OP IL 60304

Address

Dear Members of the Planning Commission,

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<i>Melissa Leeder</i>	608 Highland Ave Units OAK PARK 60304
Name/Signature	Address

Dear Members of the Planning Commission,

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<i>R. Cummings</i>	439 S Taylor OAK PARK, IL 60304
Name/Signature	Address

Dear Members of the Planning Commission,

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<u>M. D. Williams</u>	<u>531 J. Euclid</u>
Name/ Signature	Address
	<u>Oak Park, IL</u>

Dear Members of the Planning Commission,

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<u>Deborah Blesoff</u>	<u>318 S. Humphrey</u>
Name/ Signature	Address
	<u>Oak Park IL</u>
	<u>60302</u>

Dear Members of the Planning Commission,

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Lisa We

Name/ Signature

*331 S. Euclid
O.P.*

Address

Dear Members of the Planning Commission,

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Kathryn Kandel

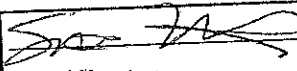
Name/ Signature

*1040 Erie #410
Oak Park 60302*

Address

Dear Members of the Planning Commission,

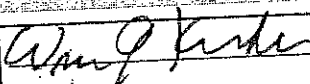
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Name/ Signature

109 S. Elmwood Ave. Apt. 10
Oak Park, IL 60302
Address

Dear Members of the Planning Commission,

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Name/ Signature

WILLIAM KSAUER
1040 2 1/2 # 410 OP
60302
Address

Dear Members of the Planning Commission,

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<u>Shirley Ross / Shirley Ross</u>	<u>1133 N. Russell</u>
Name/Signature	Address

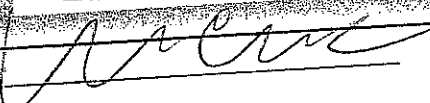
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<u>Jason Smith</u>	<u>949 Lake St. #7A</u>
Name/Signature	Address

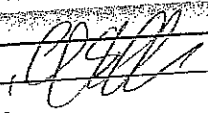
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	<u>Phong Hoa</u> <u>Oak Park</u>
Name/ Signature	Address

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<u>Chris Kelly</u> , 	<u>1007 S. Euclid</u> <u>Oak Park IL 60364</u>
Name/ Signature	Address

Dear Members of the Planning Commission,

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<u>Meghan Strusel</u>	<u>309 N. Harvey Ave.</u>
Name/ Signature	Address
	<u>Oak Park, IL 60302</u>

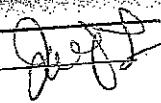
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<u>Michelle Van Zanden</u>	<u>616 Gunderson Ave</u>
Name/ Signature	Address
	<u>OP 60304</u>

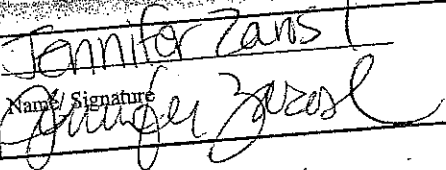
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Jenn Dreyer 	412 N. Taylor Ave 3F Oak Park, IL 60302
Name/ Signature	Address

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Jennifer Zansl 	1101 Home Oak Park, IL 60304
Name/ Signature	Address

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Christel Harry Name/ Signature	2205. Austin Blvd Oak Park IL 60304 Address
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Laura Kliever Name/ Signature	2245 Maple #2 Oak Park IL 60304 Address
----------------------------------	---


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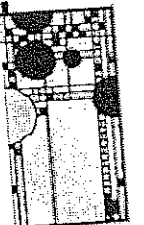
	754 Pleasant
Name/ Signature	OP
	Address

Dear Members of the Planning Commission,

- I support Oak Park being a truly diverse community. ✓
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	742 N. Grove Ave
Name/ Signature	Oak Park IL
+ FAMILY	Address 60302

Resident Survey



**Neighbors for
Madison Renewal**

Neighbors for Madison Renewal
Neighborhood Survey Results

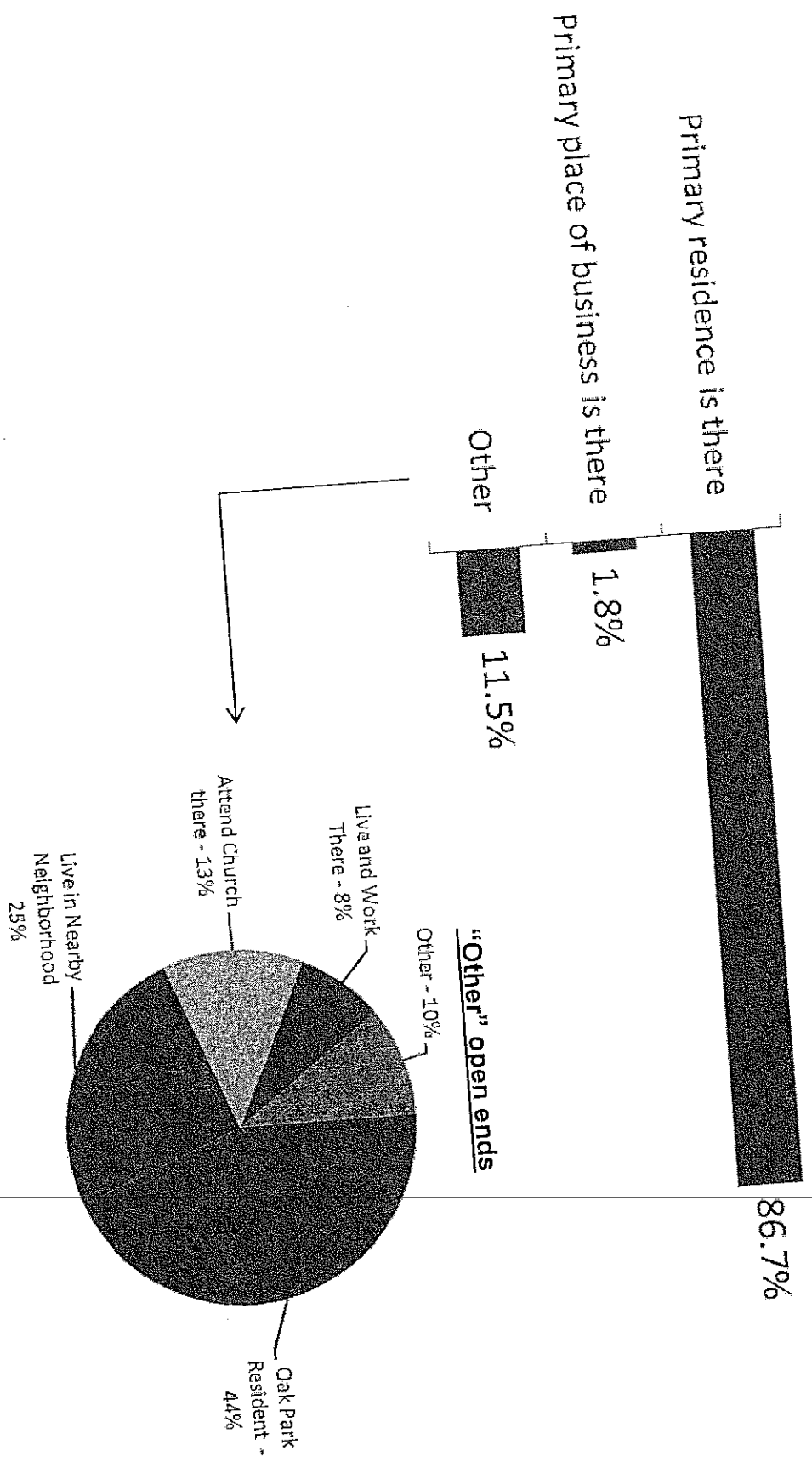
Interfaith Housing Development Corporation Proposal

October 14, 2010

Survey Methodology

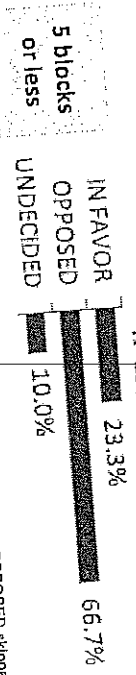
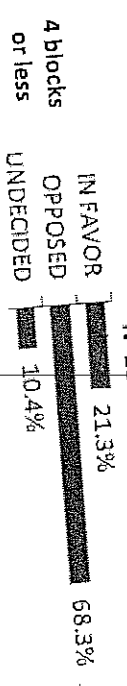
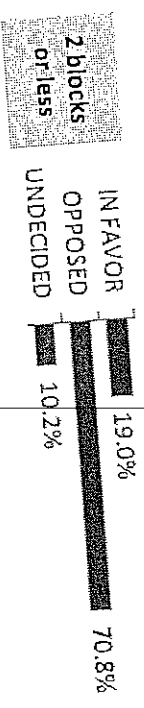
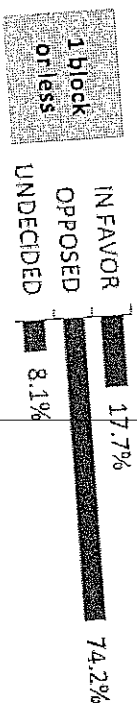
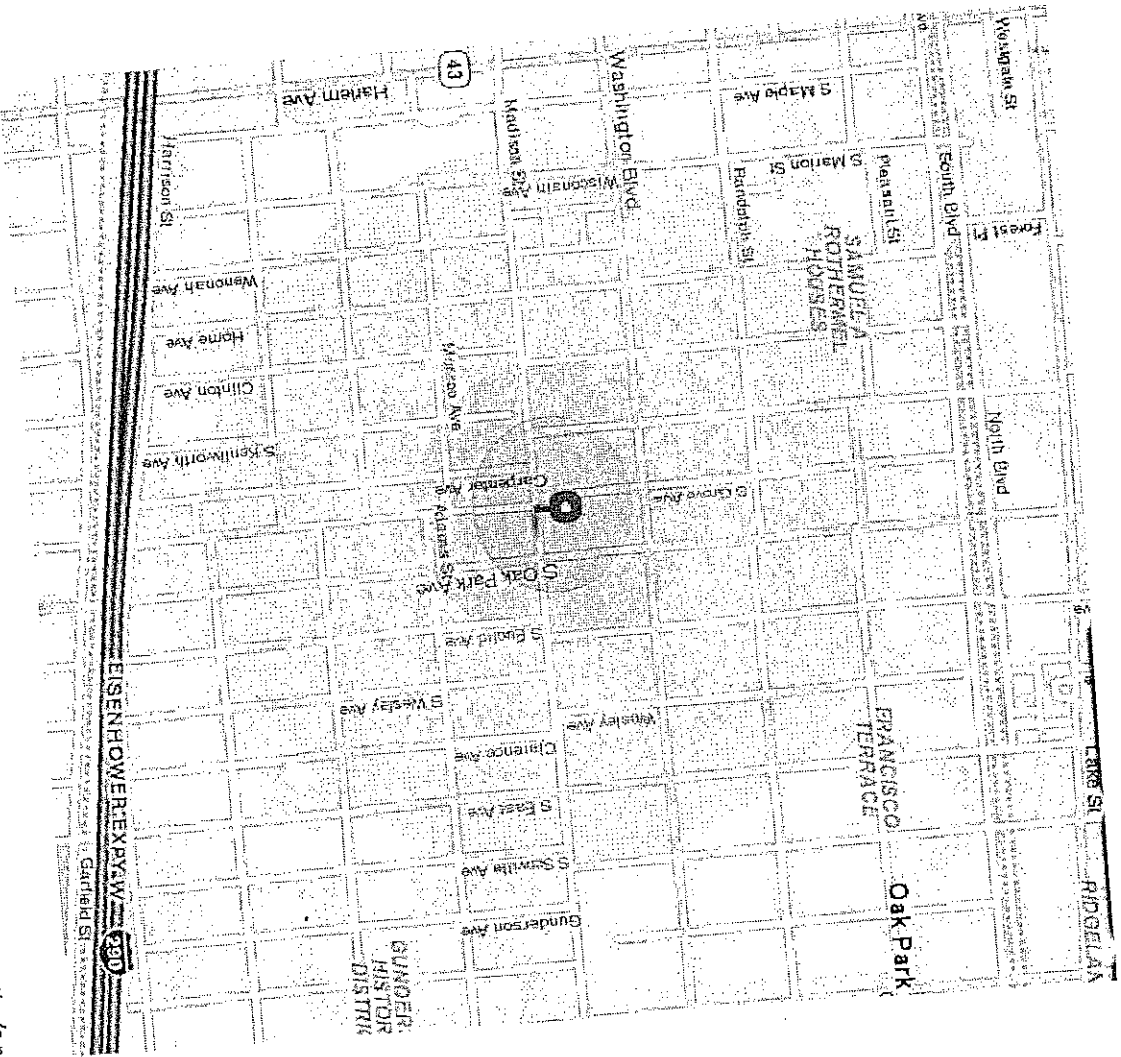
- NMR identified the “neighborhood” based on all 180-plus individuals who are on our NMR email list. From that base we included all of the homes, condominiums, apartment buildings and businesses on those surrounding blocks (none more than 6 blocks from Madison and Grove)
- NMR Coordinating Committee distributed over 1050 flyers to the following blocks inviting them to go to the NMR website and take the survey:
 - Euclid (300 thru 600 blocks)
 - Oak Park Ave. (200 thru 700 blocks)
 - Grove Ave. (200 thru 700 blocks)
 - Carpenter (500 thru 700 blocks)
 - Kenilworth (200 thru 700 blocks)
 - Clinton from (300 thru 700 blocks)
 - All homes and businesses on Washington and Madison (700 thru 900 blocks)
- The survey was developed using www.surveymethods.com online tool and was open for responses from Sept. 20, 2010 through Oct. 3, 2010
 - All adults in a household over 18 were invited to take the survey
 - No names or street addresses were collected, but all responses were checked to ensure no IP Address voted more than 4 times (only 2 IP were used 4X and the votes were split)
 - All data tabulation and analysis was done by the online survey software
- A copy of the survey, data and all open-ended answers are available via separate documents
 - Open ended questions were: Q3 (top 2 likes), Q5 (top 2 dislikes) and Q8 (additional comments)
 - Full dataset is available upon request

Survey Respondent Profile



Q6: What is your relationship to the neighborhood?

Overall Opinion of the proposal by distance to the site (cumulative percentages charted – block by block available in Appendix)



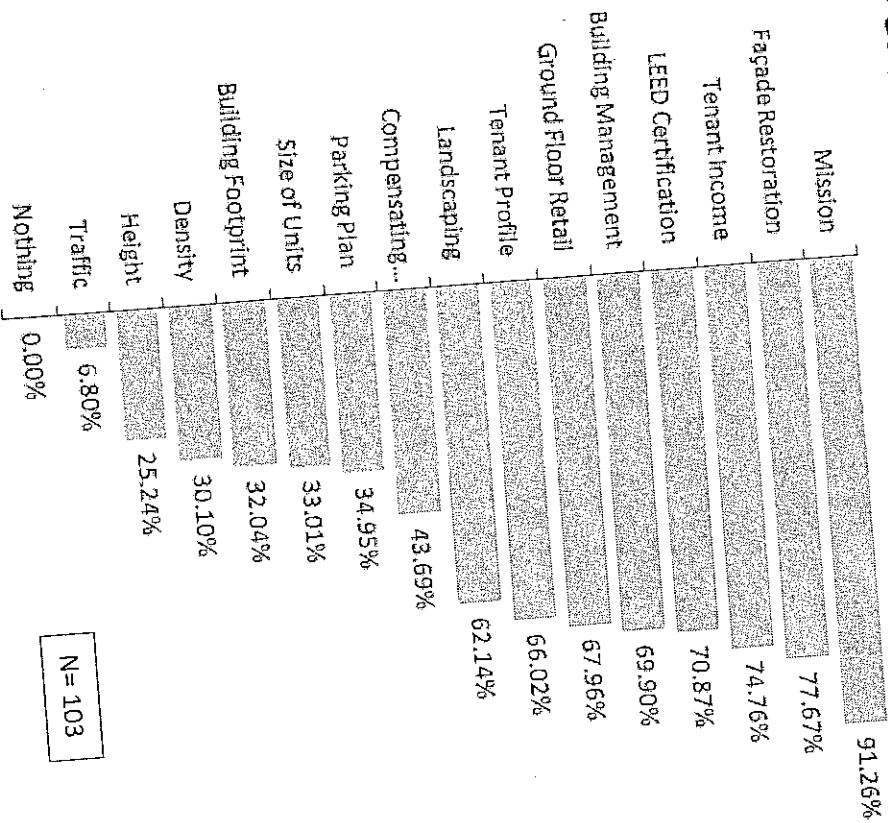
NOTE: 1 person who OPPOSED skipped Q7

Q1: Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

Q7: How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

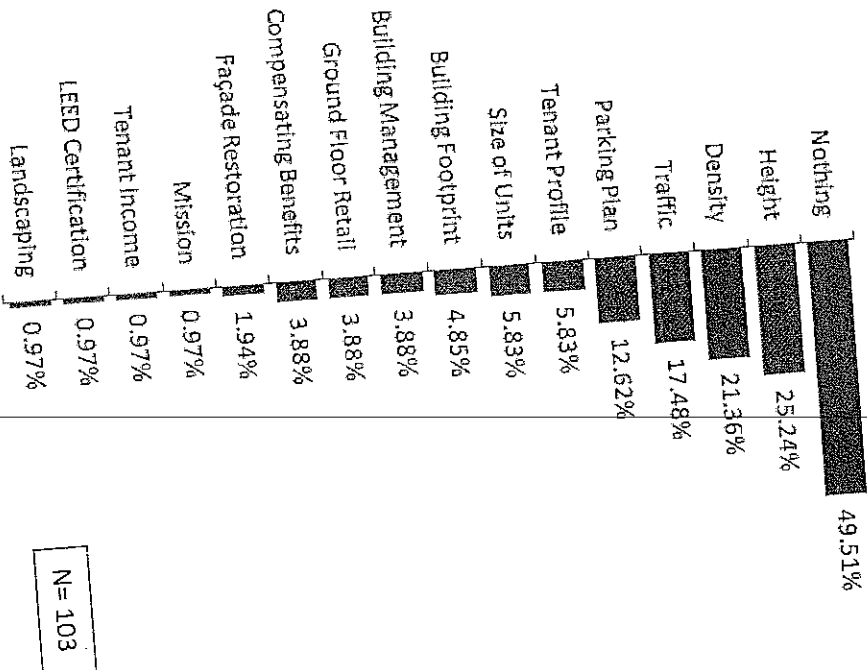
LIKES and DISLIKES of all those who are IN FAVOR of the project
 (Multiple Select)

% of those IN FAVOR who LIKE...



Q2: Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

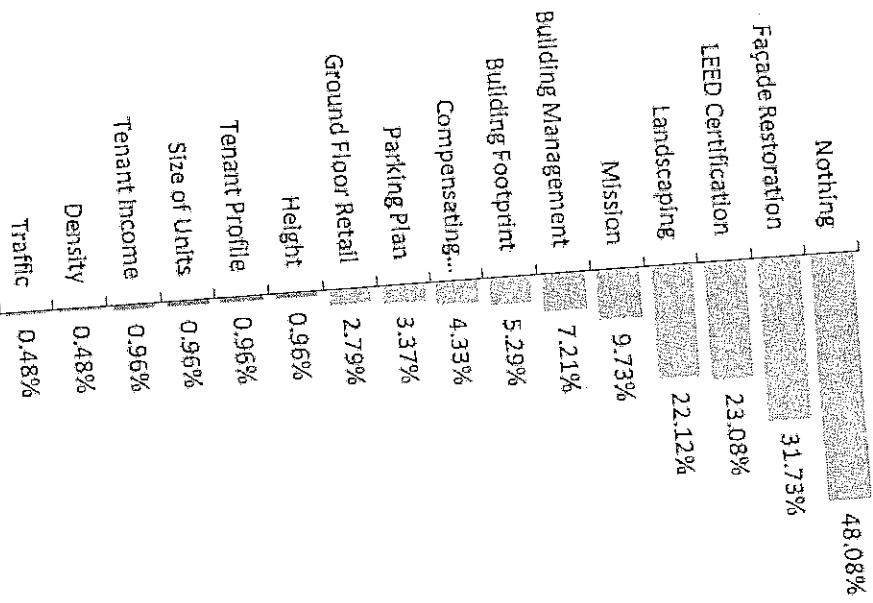
% of those IN FAVOR who DISLIKE...



Q4: Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

LIKES and DISLIKES of all those who are **OPPOSED** to the project
(Multiple Select)

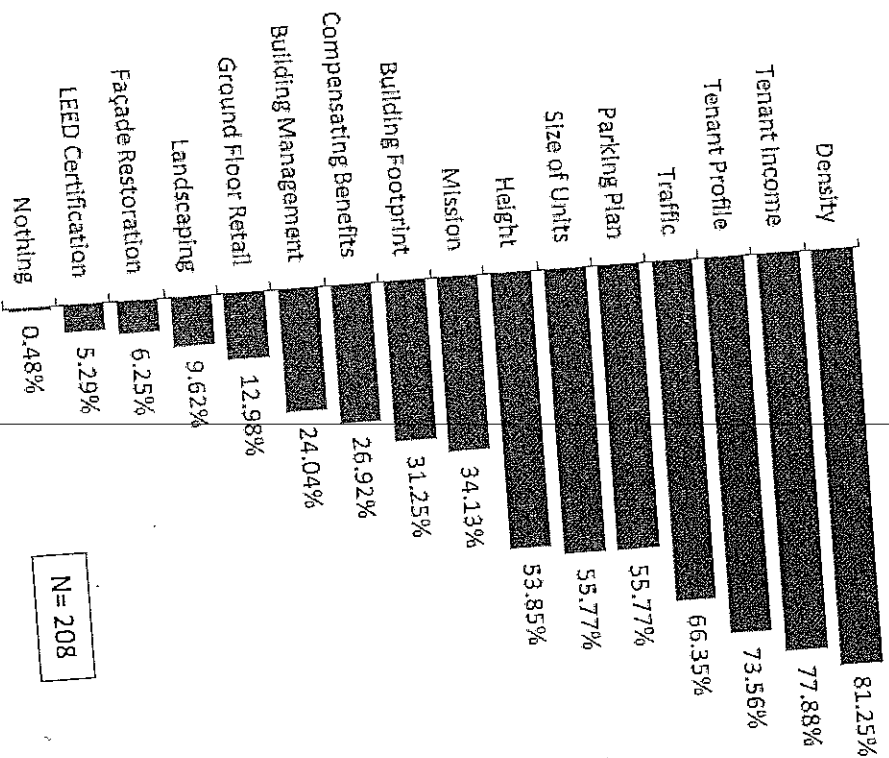
% of those OPPOSED who LIKE...



N = 208

Q2: Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

% of those OPPOSED who DISLIKE...

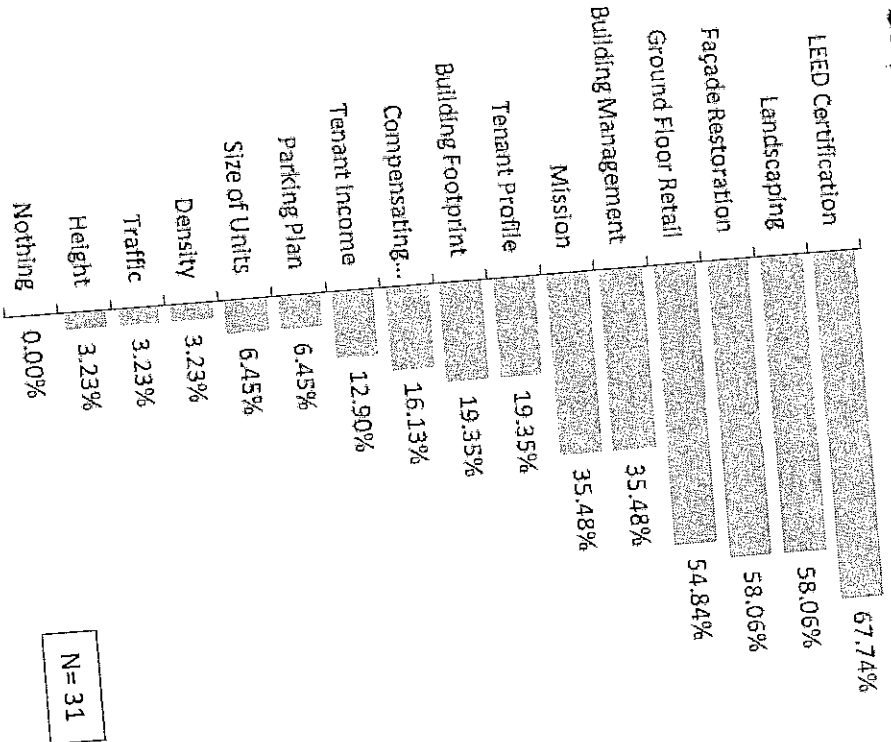


N = 208

Q4: Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

LIKES and DISLIKES of all those who are **UNDECIDED** on the project
 (Multiple Select)

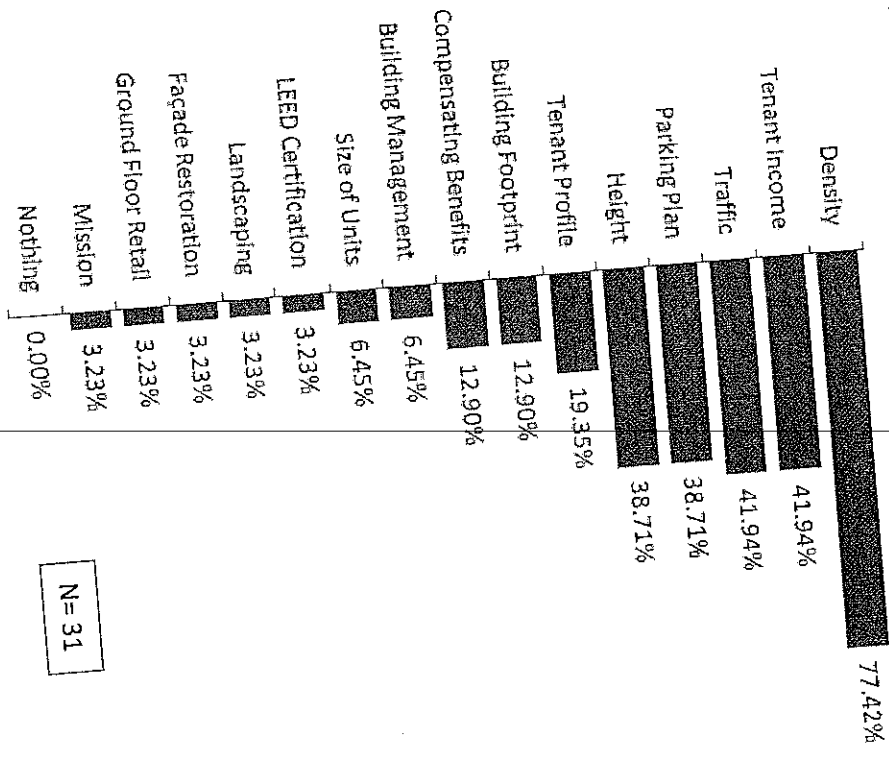
% of those UNDECIDED who LIKE...



N = 31

Q2: Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

% of those UNDECIDED who DISLIKE...



N = 31

Q4: Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

Appendix

Blocks from Site	Total Responses	IN FAVOR	OPPOSED	UNDECIDED
One or Less	124	22 (17.7%)	92 (74.2%)	10 (8.1%)
Two	92	19 (20.7%)	61 (66.3%)	12 (13.0%)
Three	46	14 (30.4%)	30 (65.2%)	2 (4.3%)
Four	19	5 (26.3%)	9 (47.4%)	5 (26.3%)
Five	18	10 (55.6%)	7 (38.9%)	1 (5.6%)
Six or More	42	33 (78.6%)	8 (19.1%)	1 (2.4%)
TOTALS	341	103	207	31

NOTE: 1 person who OPPOSED skipped Q7

Q1: Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

Q7: How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

October 14, 2010

Dear Ms. Jordan and Mr. Vietti,

The mission of Neighbors for Madison Renewal (NMR) is to ensure that all perspectives are represented and that the community benefits from developments along the Madison Street Corridor. To assess the perspective of our local neighborhood, the NMR Coordinating Committee conducted a survey about the proposed redevelopment of the Comcast building at Madison and Grove. Our goal was to gather opinions and comments about Interfaith Housing Development Corporation's proposal and to share the results with IHDC, the Oak Park Village Board and Planning Commission during public deliberations.

We have attached the following documents which provide details about the survey results.

- IHDC Proposal Survey Report (IHDC Proposal Survey Report.doc)
- Numeric Survey Totals (Numeric Survey Totals.doc)
- Top Likes and Dislikes (Top Likes and Dislikes – Summary by Support Level.doc)
- General Survey Comments (General Survey Comments.doc)
- NMR Comcast Survey (NMR Comcast Survey.doc)

These documents will also be available on our web site, www.renewmadison.com.

Sincerely,

Neighbors For Madison Renewal Coordinating Committee

Alan Goldberg
Angela Larson
Bill Murphy
Brad Farrar
Mike Awe
Diane and Bill McDermott

Jeffrey Fechalos
Gerard Normand
Henry Zimoch
Jessica McMeyer
Melissa Mickelberry

Linda Hill
Ljubomir Perkovic
Michael Pisanko
Ted Despotes

Cc:

Mr. Ed Solan, Oak Park Housing Authority
Ms. Eileen Higgins, Catholic Charities
Oak Park Village Board of Trustees
Mr. Tom Barwin, Oak Park Village Manager

Mr. Craig Failor, Oak Park Village Planner
Madison Street Coalition
Dennis Marani, Madison Street Business
Association

Neighbors for Madison Renewal –NMR-

Neighbors for Madison Renewal would like your opinion on a proposed development at Madison and Grove.

Interfaith Housing Development Corporation (IHDC), in partnership with the Oak Park Housing Authority and Catholic Charities, would like to re-purpose the Comcast building at Madison St. and Grove Ave. in Oak Park by renovating the existing building to accommodate first-floor commercial/retail space and three floors of residential units. The target population for the 51 apartments is low-income adults with a preference for those who live or work in Oak Park.

Information about the proposal, including the original presentation by IHDC, the site plan and IHDC's answers to questions submitted by neighbors, can be found on the NMR website, www.renewmadison.com under the Resources tab.

1. Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?
 - a. I am IN-FAVOR of the IHDC proposal.
 - b. I am OPPOSED to the IHCD proposal.
 - c. I am UNDECIDED.

2. Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):
 - a. NOTHING
 - b. BUILDING FOOTPRINT (70% lot coverage)
 - c. BUILDING MANAGEMENT PLAN (property manager on-site during conventional business hours)
 - d. DENSITY (51 units proposed; 37 units allowed by zoning)
 - e. GROUND FLOOR RETAIL/COMMERICAL SPACE (6225 square feet)
 - f. HEIGHT (55' along Madison and Grove Aves. proposed; 50' allowed by zoning; current facade 29')
 - g. HISTORIC FAÇADE RESTORATION
 - h. LANDSCAPING/NEIGHBORHOOD SCREENING
 - i. LEED CERTIFICATION (Leadership in Energy and Environmental Design)
 - j. MISSION (as stated in IHDC's proposal)

- k. PARKING PLAN (25 space lot, 6 space lot, plus street parking; zoning requires 63 spaces)
- l. PROPOSED COMPENSATING BENEFITS (community meeting room)
- m. SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area)
- n. TENANT PROFILE - low income only (income not to exceed \$26,400 per year)
- o. TENANT PROFILE - single adult or single adult with one minor child
- p. TRAFFIC
- q. OTHER, please list (open end)

3. What are the two/three most positive aspects of this proposal?

- a.
- b.
- c.

4. Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

- a. NOTHING
- b. BUILDING FOOTPRINT (70% lot coverage)
- c. BUILDING MANAGEMENT PLAN (property manager on-site during conventional business hours)
- d. DENSITY (51 units proposed; 37 units allowed by zoning)
- e. GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 square feet)
- f. HEIGHT (55' along Madison and Grove Aves. proposed; 50' allowed by zoning; current facade 29')
- g. HISTORIC FAÇADE RESTORATION
- h. LANDSCAPING/NEIGHBORHOOD SCREENING
- i. LEED CERTIFICATION (Leadership in Energy and Environmental Design)
- j. MISSION (as stated in IHDC's proposal)
- k. PARKING PLAN (25 space lot, 6 space lot, plus street parking; zoning requires 63 spaces)
- l. PROPOSED COMPENSATING BENEFITS (community meeting room)
- m. SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area)
- n. TENANT PROFILE - low income only (income not to exceed \$26,400 per year)
- o. TENANT PROFILE - single adult or single adult with one minor child
- p. TRAFFIC
- q. OTHER, please list (open end)

5. What are the two/three most negative aspects of this proposal?

- a.
- b.
- c.

6. What is your relationship to the neighborhood?

- a. Primary residence is there
- b. Place of business is there
- c. Other, please describe (open end)

7. How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

- a. One or less
- b. Two
- c. Three
- d. Four
- e. Five
- f. Six or More

8. Please share any other comments or thoughts that you have about the Interfaith Housing Development Corporation's proposal for Madison and South Grove? (OPEN ENDED)

THANK YOU FOR YOUR FEEDBACK.

Members of the coordinating committee for Neighbors for Madison Renewal will tabulate and share anonymous survey results with the Madison Street Coalition, Madison Street Business Association, Interfaith Housing Development Corporation, Oak Park Housing Authority, Catholic Charities, Oak Park Planning Commission, and Oak Park Village Board.

Survey results will also be made available on-line at www.renewmadison.com.


Numeric Survey Totals

1. Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

	Responses	Percent
I am IN FAVOR of the IHDC proposal.:	103	30.12%
I am OPPOSED to the IHDC proposal.:	208	60.82%
I am UNDECIDED.:	31	9.06%
Total Responded to this question:	342	100%
Total who skipped this question:	0	0%
Total:	342	100%

2. Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	100	29.24%
BUILDING FOOTPRINT (70% lot coverage):	50	14.62%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	98	28.65%
DENSITY (51 units proposed; 37 units allowed by zoning):	33	9.65%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	145	42.4%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	29	8.48%
HISTORIC FACADE RESTORATION:	164	47.95%

	Responses	Percent
LANDSCAPING/NEIGHBORHOOD SCREENING:	128	37.43%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	142	41.52%
MISSION (as stated in IHDC's proposal):	119	34.8%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	45	13.16%
PROPOSED COMPENSATING BENEFITS (community meeting room):	59	17.25%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	38	11.11%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	83	24.27%
TENANT PROFILE (single adult or single adult with one minor child):	76	22.22%
TRAFFIC:	9	2.63%
If other, please specify: 	22	6.43%
Total Responded to this question:	342	100%
Total who skipped this question:	0	0%
Total:	342	100%

4. Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	52	15.2%
BUILDING FOOTPRINT (70% lot coverage):	74	21.64%
BUILDING MANAGEMENT (property manager on-site during conventional business	56	16.37%

	Responses	Percent
hours):	215	62.87%
DENSITY (51 units proposed; 37 units allowed by zoning):	32	9.36%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	135	39.47%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	16	4.68%
HISTORIC FACADE RESTORATION:	22	6.43%
LANDSCAPING/NEIGHBORHOOD SCREENING:	13	3.8%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	73	21.35%
MISSION (as stated in IHDC's proposal):	141	41.23%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	64	18.71%
PROPOSED COMPENSATING BENEFITS (community meeting room):	131	38.3%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	176	51.46%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	165	48.25%
TENANT PROFILE (single adult or single adult with one minor child):	169	49.42%
TRAFFIC:	42	12.28%
If other, please specify:		
Total Responded to this question:	342	100%
Total who skipped this question:	0	0%
Total:	342	100%

6. What is your relationship to the neighborhood?

	Responses	Percent
Primary residence is there:	294	86.73%
Place of business is there:	6	1.77%
If other, please specify:	39	11.5%
Total Responded to this question:	339	99.12%
Total who skipped this question:	3	0.88%
Total:	342	100%

7. How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

	Responses	Percent
One or Less:	124	36.36%
Two:	92	26.98%
Three:	46	13.49%
Four:	19	5.57%
Five:	18	5.28%
Six or More:	42	12.32%
Total Responded to this question:	341	99.71%
Total who skipped this question:	1	0.29%
Total:	342	100%


IN FAVOR RESPONSES

1. Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

	Responses	Percent
I am IN FAVOR of the IHDC proposal: <input type="text"/>	103	100%
I am OPPOSED to the IHDC proposal: <input type="text"/>	0	0%
I am UNDECIDED.: <input type="text"/>	0	0%
Total Responded to this question:	103	100%
Total who skipped this question:	0	0%
Total:	103	100%


2. Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING: <input type="text"/>	0	0%
BUILDING FOOTPRINT (70% lot coverage): <input type="text"/>	33	32.04%
BUILDING MANAGEMENT (property manager on-site during conventional business hours): <input type="text"/>	72	69.9%
DENSITY (51 units proposed; 37 units allowed by zoning): <input type="text"/>	31	30.1%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet): <input type="text"/>	70	67.96%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'): <input type="text"/>	26	25.24%
HISTORIC FACADE RESTORATION: <input type="text"/>	80	77.67%
LANDSCAPING/NEIGHBORHOOD SCREENING: <input type="text"/>	64	62.14%
LEED CERTIFICATION (Leadership in Energy and Environmental Design): <input type="text"/>	73	70.87%
MISSION (as stated in IHDC's proposal): <input type="text"/>	94	91.26%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces): <input type="text"/>	36	34.95%
PROPOSED COMPENSATING BENEFITS (community meeting room): <input type="text"/>	45	43.69%


	Responses	Percent
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	34	33.01%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	77	74.76%
TENANT PROFILE (single adult or single adult with one minor child):	68	66.02%
TRAFFIC:	7	6.8%
If other, please specify: 	11	10.68%
Total Responded to this question:	103	100%
Total who skipped this question:	0	0%
Total:	103	100%

4. Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	51	49.51%
BUILDING FOOTPRINT (70% lot coverage):	5	4.85%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	4	3.88%
DENSITY (51 units proposed; 37 units allowed by zoning):	22	21.36%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	4	3.88%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	11	10.68%
HISTORIC FACADE RESTORATION:	2	1.94%
LANDSCAPING/NEIGHBORHOOD SCREENING:	1	0.97%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	1	0.97%
MISSION (as stated in IHDC's proposal):	13	12.62%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	4	3.88%
PROPOSED COMPENSATING BENEFITS (community meeting room):		

	Responses	Percent
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	6	5.83%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	1	0.97%
TENANT PROFILE (single adult or single adult with one minor child):	6	5.83%
TRAFFIC:	18	17.48%
If other, please specify: 	8	7.77%
Total Responded to this question:	103	100%
Total who skipped this question:	0	0%
Total:	103	100%

6. What is your relationship to the neighborhood?

	Responses	Percent
Primary residence is there:	71	69.61%
Place of business is there:	2	1.96%
If other, please specify: 	29	28.43%
Total Responded to this question:	102	99.03%
Total who skipped this question:	1	0.97%
Total:	103	100%

7. How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

	Responses	Percent
One or Less:	22	21.36%
Two:	19	18.45%
Three:	14	13.59%
Four:	5	4.85%
Five:	10	9.71%
Six or More:	33	32.04%
Total Responded to this question:	103	100%

	Responses	Percent
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question:		
Total who skipped this question:	0	0%
Total:	103	100%

OPPOSED RESPONSES

1. Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

	Responses	Percent
I am IN FAVOR of the IHDC proposal:	0	0%
I am OPPOSED to the IHDC proposal:	208	100%
I am UNDECIDED:	0	0%
Total Responded to this question:	208	100%
Total who skipped this question:	0	0%
Total:	208	100%


2. Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	100	48.08%
BUILDING FOOTPRINT (70% lot coverage):	11	5.29%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	15	7.21%
DENSITY (51 units proposed; 37 units allowed by zoning):	1	0.48%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	58	27.88%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	2	0.96%
HISTORIC FACADE RESTORATION:	66	31.73%
LANDSCAPING/NEIGHBORHOOD SCREENING:	46	22.12%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	48	23.08%


	Responses	Percent
MISSION (as stated in IHDC's proposal):	14	6.73%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	7	3.37%
PROPOSED COMPENSATING BENEFITS (community meeting room):	9	4.33%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	2	0.96%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	2	0.96%
TENANT PROFILE (single adult or single adult with one minor child):	2	0.96%
TRAFFIC:	1	0.48%
If other, please specify:	7	3.37%
Total Responded to this question:	208	100%
Total who skipped this question:	0	0%
Total:	208	100%

4. Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	1	0.48%
BUILDING FOOTPRINT (70% lot coverage):	65	31.25%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	50	24.04%
DENSITY (51 units proposed; 37 units allowed by zoning):	169	81.25%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	27	12.98%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning):	112	53.85%

	Responses	Percent
zoning; current facade is 29'):	13	6.25%
HISTORIC FACADE RESTORATION:	20	9.62%
LANDSCAPING/NEIGHBORHOOD SCREENING:	11	5.29%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	71	34.13%
MISSION (as stated in IHDC's proposal):	116	55.77%
PARKING PLAN (2S space lot, 6 space lot + street parking; zoning requires 63 spaces):	56	26.92%
PROPOSED COMPENSATING BENEFITS (community meeting room):	116	55.77%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	162	77.88%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	153	73.56%
TENANT PROFILE (single adult or single adult with one minor child):	138	66.35%
TRAFFIC:	27	12.98%
If other, please specify: 		
Total Responded to this question:	208	100%
Total who skipped this question:	0	0%
Total:	208	100%

6. What is your relationship to the neighborhood?

	Responses	Percent
Primary residence is there:	193	93.6%
Place of business is there:	3	1.4%
If other, please specify: 	10	4.8%

	Responses	Percent
Total Responded to this question:	206	99.04%
Total who skipped this question:	2	0.96%
Total:	208	100%

7. How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

	Responses	Percent
One or Less:	92	44.44%
Two:	61	29.47%
Three:	30	14.49%
Four:	9	4.35%
Five:	7	3.38%
Six or More:	8	3.86%
Total Responded to this question:	207	99.52%
Total who skipped this question:	1	0.48%
Total:	208	100%

UNDECIDED RESPONSES

1. Overall, what is your opinion regarding the current Interfaith Housing Development Corporation's proposal for re-developing the Comcast Building site at the intersection of Madison and South Grove Avenues?

	Responses	Percent
I am IN FAVOR of the IHDC proposal.:	0	0%
I am OPPOSED to the IHDC proposal.:	0	0%
I am UNDECIDED.:	31	100%
Total Responded to this question:	31	100%
Total who skipped this question:	0	0%
Total:	31	100%


2. Please indicate what aspects, if any, you LIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	0	0%
BUILDING FOOTPRINT (70% lot coverage):	6	19.35%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	11	35.48%
DENSITY (51 units proposed; 37 units allowed by zoning):	1	3.23%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	17	54.84%
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	1	3.23%
HISTORIC FACADE RESTORATION:	18	58.06%
LANDSCAPING/NEIGHBORHOOD SCREENING:	18	58.06%
LEED CERTIFICATION (Leadership in Energy and	21	67.74%

	Responses	Percent
Environmental Design):	11	35.48%
MISSION (as stated in IHDC's proposal):		
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	2	6.45%
PROPOSED COMPENSATING BENEFITS (community meeting room):	5	16.13%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	2	6.45%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	4	12.9%
TENANT PROFILE (single adult or single adult with one minor child):	6	19.35%
TRAFFIC:	1	3.23%
If other, please specify:	4	12.9%
Total Responded to this question:	31	100%
Total who skipped this question:	0	0%
Total:	31	100%

4. Please indicate what aspects, if any, you DISLIKE about the Interfaith Housing Development Corporation's current proposal (select all that apply):

	Responses	Percent
NOTHING:	0	0%
BUILDING FOOTPRINT (70% lot coverage):	4	12.9%
BUILDING MANAGEMENT (property manager on-site during conventional business hours):	2	6.45%
DENSITY (51 units proposed; 37 units allowed by zoning):	24	77.42%
GROUND FLOOR RETAIL/COMMERCIAL SPACE (6225 sq. feet):	1	3.23%

	Responses	Percent
HEIGHT (55' along Madison and Grove proposed; 50' allowed by zoning; current facade is 29'):	12	38.71%
HISTORIC FACADE RESTORATION:	1	3.23%
LANDSCAPING/NEIGHBORHOOD SCREENING:	1	3.23%
LEED CERTIFICATION (Leadership in Energy and Environmental Design):	1	3.23%
MISSION (as stated in IHDC's proposal):	1	3.23%
PARKING PLAN (25 space lot, 6 space lot + street parking; zoning requires 63 spaces):	12	38.71%
PROPOSED COMPENSATING BENEFITS (community meeting room):	4	12.9%
SIZE OF RESIDENTIAL UNITS (458-501 sq. ft. units with partitioned sleeping area):	9	29.03%
TENANT INCOME (low income only - income not to exceed \$26,400 per year):	13	41.94%
TENANT PROFILE (single adult or single adult with one minor child):	6	19.35%
TRAFFIC:	13	41.94%
If other, please specify: 	7	22.58%
Total Responded to this question:	31	100%
Total who skipped this question:	0	0%
Total:	31	100%
Total:	31	100%

6. What is your relationship to the neighborhood?

	Responses	Percent
Primary residence is there:	30	96.77%
Place of business is there:	1	3.23%

If other, please specify:



Total Responded to this question:

Total who skipped this question:

Total:

Responses	Percent
0	0%
31	100%
0	0%
31	100%

7. How many blocks do you live/work from the proposed IHDC development at Madison and South Grove?

One or Less:

Two:

Three:

Four:

Five:

Six or More:

Total Responded to this question:

Total who skipped this question:

Total:

Responses	Percent
10	32.26%
12	38.71%
2	6.45%
5	16.13%
1	3.23%
1	3.23%
31	100%
0	0%
31	100%

General Survey Comments

8. Please share any other comments or thoughts that you have about the Interfaith Housing Development Corporation's proposal for Madison and South Grove? (500 word max)

Response	Response Text	View Individual Responses
1	<p>this project does not fit Oak Park's ideal of diversity; it is too dense for the neighborhood; Interfaith, with their doubletalk, has not convinced me that this project will not affect my property value; I don't believe that a project like this has ever been put in a neighborhood similar to ours</p>	
2	<p>I vehemently and unequivocally oppose and feel it will permanently alter our neighborhood for the worse: lowering property values and increasing crime and traffic. This attempt to help poor working class is misguided at best. Instead of increasing diversity, the project is putting the poor into one segregated unit. Such a concentration of the poor into one building, will cause middle and upper class "flight," making this an undesirable neighborhood, causing even further segregation.</p>	
3	<p>I hope that, if the proposal is built, that everyone is pleasantly surprised by how well it turns out.</p>	
4	<p>The IDHC mission is commendable and they have a proven track record of high quality projects. If the density of the proposed development is reduced I am convinced that it will be a benefit to the neighborhood.</p>	
5	<p>This project seems like a throwback to the discredited formula of isolating the poor. Why can't there be a mixture of low and middle income residents?</p>	
6	<p>Hasn't this model failed over and over again? No matter what Interfaith says, this is not going to be additive to the neighborhood. The real question is how detrimental will this be to the neighborhood in terms of density, crime and property values. Why would I support something that is going to make my neighborhood worse?? I am adamantly opposed to this development.</p>	

7

Interfaith has not provided any specific tenant profile other than low-income single adult and that tenants will need supportive services. They have stated that they cannot provide a more detailed profile until variances are granted. Will tenants be screened for issues such as substance abuse, mental illness and criminal records in general? Also, it seems Interfaith has done little research to demonstrate strong demand for this type of housing in Oak Park.

8

I feel this project is being shoved down the village's throat without providing residents with objective information or public discussion. It is the responsibility of the village board and administration to lead the community. Instead they have chosen to remain silent on a risky project with very questionable feasibility.

9

who are they and what is their agenda....

10

Having volunteered for many years trying to help low-income and homeless individuals I realize the importance of affordable housing. However, I also think I understand some of the neighborhood problems that occur near SRO's. The personal qualities of the residents will have the greatest effect on the neighborhood. To ensure a positive outcome requires a thorough screening process, which does not appear to be included in the plan. One has to look only as far as the Y to see the possible negatives.

11

Low income only + density + unlikely commercial tenant viability make this a non-starter for me

12

All the partners have a long history of community involvement and are well-respected in their fields. This proposal is not for an institution, a half-way house, or a re-hab center. It is a rental building for the working poor. Tenants will be rigorously screened to be sure they meet the criteria. They will pay rent based on their income. The building will NOT be a non-profit, so it WILL pay taxes, bringing more income back to the community. This is a complex proposal and there are yet many qu

13

I can barely keep up with my property taxes now. Why do I want someone who obviously can't afford to live here to live here on my dime. I saw my neighbor crying on cable access at a village board meeting because their taxes went up so much. I am out of here when the market recovers. There is no common sense governance in OP.

14 Retail/commercial should be just that. No clinics, offices, not-for-profits. Also no nail or hair salons, no currency exchanges, no pay-day loan stores, not another bank. Quality retail/commercial that would draw customers from a wide area. I think you get the idea. This should be a requirement for approval.

15 would love for them to be able to use this site and help persons at need but this is just too dense. it would have anegative impact on the surrounding neighborhood through parking traffic and other congestion issues.

16 The proposed density would double the population on the 400 block of S Grove and may overpopulate our schools. This is a poorly conceived project that only benefits the large corporations who will invest as a tax shelter. Interfaith would be better served to invest money into a impoverished neighborhood similar to those where they have traditionally operated. The Village Board must vote NO to this project and seek a better use for the land and lower density housing options for those in need.

17 The development doesn't seem to contemplate long term effects. This building will always have to be one bedroom apartments without enough parking. It wouldn't have parking for families. This would make it like other apartments. The first floor retail will compete with other retail, but doesn't have ample parking. There will be employees for the retail, and social services in the building, guests of tenants, tenants that will need to park, anyone that wants to shop. No mix of income levels.

18 Just am not if favor. You can come up with something much better than that. Oak Park does not inform the neighborhood of their plans.

19 I have two issues with anything that is built in the area. A) Build it within the existing zoning laws. No variances should be given, regardless of compensating benefits. B) Crime is already bad at the Walgreen's/Radio Shack down the street. Now that the Walgreen's is moving, why are we putting low income, single occupant housing here? Given the number of retirement homes in the area and Oak Park's need for more of the same, wouldn't it make more sense to house retirees here?

20 These type of low income, high density units do not work. Chicago has used this concept and now has demolished every units because they do not help any community. High density, low income units drain community resources, such as schools, and police services. Crime increases and property values decrease. There are too many lower socioeconomic families to assimilate positively into our community. There is no logistic manner in which to monitor, and manage these units for the safety of all.

21

I feel the proposed development is not in line with the Village's plan for Madison St. renewal, does not have the best interests of the proposed tenants or the families living nearby in mind. I am unconvinced that there is a need for such a development as there seem to be a large number of units in a similar price range in or near Oak Park that have gone unfilled. Finally, I am concerned about the effect this development will have on the safety of my neighborhood and the resale value of our home

22

I like the idea of bringing new business to the area and renovating the building. However, I am not for bringing low income residents to a high income area. Low income projects bring with it an element that we do not need in our neighborhood. When I heard about this project, it did not make me feel comfortable, and I hope it is voted down. There are better ways of renewing Madison than bringing in low income housing in the mix. I am very opposed to this project.

23

IHDC and the Village have both miscalculated the benefits and the detriments imposed on the immediate area. They are hell-bent on allowing a high density development against the communities will.

24

I do not want to see so many people in one building. This no longer resembles a residential neighborhood. It will be like Chicago, dense, well populated, busy and a lot of traffic. If I wanted Chicago, I would have stayed there. I want a residential neighborhood

25

It's not what south O.P. needs. Madison St. seems to be the forgotten main street in O.P. We need beautification, no more nail places or braid places. We need shops where we can purchase gifts, clothes or groceries.

26

I have said my piece. I am 100% opposed to this project as it is currently proposed.

27

We don't need multi-unit low income housing in the area. Scattered site housing is much preferred, and that should be spread out to other areas in Oak Park (and surrounding communities). Concentrating low income individuals is a bad idea.

28 All of the planning is under ideal circumstances. The density is too great. The units are too small. The building is too big. The traffic could be a nightmare. It's already tough to access Madison. It puts a great burden on Oak Park's support services--police, schools, etc. It's not a good place for children.

29 How would this affect current property values ?

30 I opposed the luxury condo proposal on the vacant lot on the SW corner for the same reason: too much density.

31 Perri has lost all credibility. In the neighborhood meeting he talked about how one development had a full time attendant at the front desk 24/7 - as a service. This made it sounds like it was a good thing. 30 minutes later he revealed that the attendant was there to prevent spousal abuse of the tenants. Half truths show a lack of character. I prefer not to reward people like that with my trust.

32 It doesnt feel right for this location.

33 I strongly feel that bringing "projects" into our neighborhood adds absolutely no value to our community. My number one concern is that having a concentrated building of low income residents will have a negative impact on the safety of my family. I also believe it will have a negative impact on my property value. Historically, housing projects such as this have proven to cause problems for its surrounding areas.

34 I would like to see fewer units, which should allow for larger apartments and eliminate the need to go above 50' in height. Also, there should be enough parking to allow for each unit to have a space. I support the concept of IHDC, but do not want to make concessions that we would not favor if it were a regular housing development.

35 Too many people would be attracted for too little space. Why not help the people live throughout in currently available places instead of grouping them all in this project? The street should be dead-end, parking should be increased. Over-night parking for residents should be permitted. Parking should be limited to residents on the block, 2-hr ban dropped. Or, 24 hr meters in several spaces for non-residents. Madison area should be business with more parking to make it work.

36 you can do a lot better than this proposal.

37 As I stated above 51 units of LOW INCOME housing would change the economic demographic of the community especially in the "Austin Corridor", in which Madison is a prime thoroughfare. I would be less opposed to a MIXED income housing mission. The impact it would have on the area would be the same as "Block Busting by Panic Peddling. It would be better to use your Catholic Charities monies elsewhere like Naperville or Oak Brook. We have enough problems to deal with.

38 I am very unsettled by the type of resident who may occupy the development. Having been at one point in my life a young single mother, a vast difference can exist between someone who is low income, single & trying to make a better life for themselves versus someone who is comfortable living below the poverty level & who has no intention of bettering themselves or the lives of others around them. We have small children. I am concerned about what the potential resident pool may bring to the block.

39 I feel that Oak Park has enough social service agencies and that although it is noble in intention, based on our tax situation, we need something that will bring in revenue. This has a double negative in that it not only does not bring in tax revenue, it also heavily impacts the schools and social services that are needed by already existing Oak Park residents.

40 This is an important step to continuing our mission of diversity in Oak Park. I hope it becomes a reality. The need for affordable housing throughout the greater Chicago area is burgeoning in this economy. I applaud IHDC and Oak Park for considering this proposal.

41 My family would live 70 yards or so from this development made up of unknown clientele. We have a 3 year old. I would estimate there are at least 15 children under the age of 8 just on the 400 block of Grove. I want no part of my child playing freely on this block with uncertainty of residents which we would most likely never interact with...nor would they with us. Too add, a prospective buyer of property on this block would never purchase a home. I predict the value of my home will be dama

42

I always find it a curiosity when we give over the safety of our children like this. We have proof that projects don't work. This sounds like the Henry Horner Homes transplanted to Oak Park.

43

The local streets including Grove, Carpenter, Monroe, Kennilworth and others are experiencing increased car and pedestrian traffic which is changing the "quiet feel" this neighborhood previously had. A large complex such as this one proposed would no doubt add to the growing congestion and traffic.

44

Too many low income residents in a concentrated space. The housing projects that were done in the inner cities failed, why would this be any different? Stuffing additional units than zoning permits would only make it worse.

45

Low income does not translate into being lowlife.

46

I would much rather have these people living in the building legally, rather than them breaking into other buildings out of desperation for a place to live. A compassionate society is the only type I want to be a part of. In addition, I find it highly unlikely that any other prospects will come along to use that building. This is especially important, since the village does not want old buildings torn down, even if they are completely useless to our society's needs.

47

This is a great idea for the community. The location is ideal for those with limited means because of its access to CTA and PACE transportation as well as OP community services.

48

Most residents at that income level will not have a car. Reduce the number of parking spaces and create green space instead: Garden, benches, etc. that will also help to foster a sense of community.

49 I would get a written agreement with the Interfaith Housing Dev. Corp. that they will provide onsite social services to the residents. This type of housing is sorely needed. Oak Park should provide it! But with oversight.

50 Mostly concerned of the negative elements and neighborhood impact such a low income development would bring.

51 One aspect of the stated objective is to serve people who are already residents of Oak Park. As has happened with similar initiatives in other towns (Evanston for example), it was found that this attracted tenants of similar profile from throughout the Chicago area -- the quality and quantity of tenant being to the detriment of the initiative. We don't need to replace the YMCA.

52 This project is not in keeping with the Master Plan of Madison Street, which called for green space on that corner - I do not want the atmosphere at the end of the block to be one giant building and parking lots on 3 corners. It is much too large in scope for our residential neighborhood. I believe we will have all the same problems with traffic, loitering, security, transience, etc. that the YMCA neighbors have currently. Retailers will not be interested, and future development will suffer.

53 Worried that this development would further decrease the value of my property.

54 Sounds like responsible community development to me. I hope it will lead to further development along the Madison corridor.

55 I am opposed to this development primarily because of concerns about density, parking, traffic (Walgreens already going in across street.) Many unanswered questions.

56 Mission statement shows sensitivity to cultural / life-style impacts of unstable economy.

57 should be mixed income and different sized families

58 I just don't think this is a fit for the neighborhood. Great intentions don't always lead to the best results. We're seeing an upswing in violent crimes in Oak Park, and I don't want to chance adding to it.

59 Do not build it!

60 I could not be more vehemently opposed to this development. Does anyone from the IHDC live in this neighborhood? I seriously doubt it. There are legitimate concerns of safety resulting from this proposal. There are a lot of children in this area and using that building in the proposed manner is against the nature of the neighborhood. This is for families, not low income single adults

61 The neighborhood is already congested, this type of development will just add to the problems.

62 I took the tour, and I also know about Interfaith, and I trust them. This is the piece that is missing among those who do not -- they are frightened of what they perceive the situation to be. The least number of units/lowest height of the building possible might help. But if this is the minimum that can be built within the financing available to make it work, then so be it. The most important thing for me is the mission -- the working poor need to be near their jobs.

63

Utter nonsense. Taking a tax paying property off the tax roles to replace it with what can only be described as a housing project is insanity. Oak Park is an upper middle class residential community. Why would we want to devalue our community just to feel good? Also, will IHDC guarantee that its residents will be drug and alcohol free and not have prior criminal convictions? Again, it is insanity to invite potential trouble to a spot located a few blocks from several of our schools.

64

I just really hope you can attract some decent retail. Vacant storefronts are a bummer. A Starbucks would be great.

65

I am all for that site being developed, along with the other parcels around Oak Park Ave. I have a concern with grouping low income housing together in a single location. I feel it is better to require a percentage of units in a development to be low income housing and not the entire complex. Then do this in multiple developments around Oak Park. I do like the screening process though, but feel it should not be just small units or focused towards singles. This limits adaptability of the development.

66

This appears ill-conceived when all research indicates mixed-income housing to be significantly better for a community than low-income housing. Lack of adequate parking and off-hours management add to an already bad idea. Build a community center or convention center instead -- something the Oak Park area sorely needs.

67

There are currently many empty store fronts on Madison in need of a viable tenant. There are also plenty of business tenants in the immediate Comcast bldg. area lacking any sort of foot-traffic and business in general. VOP currently has plenty of work on its hands generating business for current tenants before opening additional store fronts. There are also plenty of low-income housing options in and around OP. No need for more units.

68

I feel that any developments should improve the character of our community. Unfortunately, it seems as if this development will weaken the current plans for Madison Street. This vital business corridor should continue its mission to revitalize its commercial and retail businesses. There are also too many zoning variances.

69

I have worked hard to afford to move up and out of my low income roots. I want to live with others who have the same values. With low income tenants comes a low income mentality. I am not an elitist. I'm saying this from 60yrs of experience. Don't bring down my neighborhood. Another reason to keep out this low income 51 unit building is it's close proximity to Brooks junior high.

70 I am livid and that is an understatement! I just purchased a home after renting in Oak Park for the last 6 years, using my life savings. I am in my mid 50's and this home was to be my retirement cushion as I have no retirement plan. With this plan (IHDC), I see my savings going down the drain!

71 Our neighborhood has an overload of low income apartments right now. Adding to this would not be in the best interests of the proposed tenants or our neighborhood. Also in this economy, expecting new retail businesses to open in this building is unrealistic and we will be left with unoccupied storefronts. The investors in this project have not been named, which leaves me to believe they don't want to be known. Clearly someone stands to make money on this project at the expense of the residents.

72 DEFINATELY OPPOSED!!!

73 The project is not appropriate for the neighborhood, will negatively change the demographics and create additional stress on limited space and resources.

74 This is not re-developing Madison for the good of the community nor does it reflect the demographics of the residents who live in the community. This is an attempt to alter the current demographic of the area, which is already struggling with its identity. The renewal of Madison should be about serving the community that has been neglected for 30+ years, not altering the demographic to create compassionate headlines. It's frustrating this is the direction Madison is headed.

75 If you want to build another Oak Park YMCA housing, that would be grand. However, that means 24 hour security and management and NO CHILDREN mixed in.

76 In recent months we have been having major issues with cars getting broken into and graffiti and I fear with the public housing that this would increase. Also in our area we have a lot of apartment buildings and condos and parking is a major issue with their tenants there will be an increase of parking demands.

77

After reading the information, I don't have any objection to the development in principle. I do have problems however with again asking for height, density and parking variances. I am so tired of developers asking for and receiving exceptions to these zoning ordinances. This is what keeps Oak Park from losing its very identity. If this development was the same without any zoning exceptions, I wouldn't have any objections.

78

Adamantly opposed to building low-income, high-density housing in this neighborhood. There is already enough traffic and too many multi-unit buildings in the surrounding few blocks, and Madison is pretty dumpy already in that area. If we're redeveloping let's bring something that will energize the neighborhood.

79

Oak Park is the most diverse community in the entire Chicago Area and is currently housing over 500 Section 8 voucher families. We have done our part for both racial and low income diversity. It is time for another community to help. Much the way that the single room occupancy at the YMCA negatively affects the downtown area this development will negatively affect the Madison street area. Please support moving this much needed project to another community that needs to do their fair share.

80

Our neighborhood has significant crime problems. Low income housing is not what we need to counteract that problem.

81

Oak Park taxes are astronomical, property values are down hope this does not contribute to the problems. also extra burden on schools.

82

Diversity in race, culture and income is what makes Oak Park so special. BUT, having such a large concentration of low-income residents in 1 building/area tends to also concentrate crime & traffic with the guests that will be visiting...I know b/c I lived in Uptown in Chicago and it was horrible b/c of the concentration in 1 neighborhood. The best option would be to disperse these residents throughout Oak Park rather than concentrate in a building that's WAY TOO large for the area.

83

I think the low -income housing with Interfaith Housing Development Corporation is great. But keep the building a little smaller. If we really want to build a community then make it a building and residential site that supports that. Community gathering, a place for people to talk and children to play and outdoor space is important. If you want to welcome folks to this neighborhood give them a place to meet their neighbors.

84 I don't agree with the proposal. I think this would go against trying to renew Madison Street. This will not help bring more business to Madison St. In fact, I think business would look to set up elsewhere because IHDC would make Madison St. an unattractive business site.

85 This project should have a positive impact to the community and help make all of Oak Park proud. It is important that the concerns of a negative impact does not happen and if negative things happen they are quickly addressed to minimize any reoccurrence.

86 Developers always want more units, bigger buildings, less parking spaces, etc. The zoning limits are there for a reason, and they should be enforced. This proposal is too big and too dense. The correct answer doesn't change just because this developer is (I presume) a not-for-profit organization.

87 It is not appropriate to develop additional low-income housing in Oak Park at this time.

88 I am so proud that my fellow Oak Park residents are committed to enhancing the diversity of the village by considering providing a safe and decent living environment in their neighborhood for a population that lives and works in our village but currently do not have other safe and affordable options for residence in our village. Once again, I am honored to be a resident of a community that is committed to housing opportunities for all!

89 Biggest concern is thorough screening of residents. There are scores of young children within blocks of the site and, understandably, we want to try to maintain the safest environment possible. I am all for the mission and think this would be a very helpful living situation for the people served, but safety of my family has to be #1.

90 This proposal should not be approved.

91 I believe in the mission of this project. My single concern is the absence of a 24-hour manager on the premises. But it's important to supply affordable housing for low-income people ESPECIALLY because it's Oak Park!

92 This is a courageous and bold initiative to provide some much-needed low-cost housing in our village. We need this development, and others like it.

93 Wholeheartedly in favor of project. I hope it moves forward.

94 Great to see support for hard-working, but economically challenged members of our community.

95 the area is congested enough. remodeling for business is good for curb appeal and generating revenue for oak park including taxes, but this proposal will not bring revenue to oak park and violates existing zoning laws and will lower property values

96 very impressive effort by coalition of agencies

97 There can be several smaller (fewer units) spread around Oak Park instead of a 51 unit facility.

98 I don't understand why more housing needs to be in my neighborhood. I also opposed the condo project that was suppose to where the buses park across from the Comcast building. Luckily the developer left and it didn't happen. I like my neighborhood how it is. I moved into my house 4 years ago because it was quiet and there weren't large apartment/condos in my immediate neighborhood. I don't need anymore neighbors - rich or low income.

99 While I admire the mission that IHDC is trying to further with this development, I am highly concerned that this development will have a direct impact on the property value of the existing homes in the local neighborhood. Also a severe parking scarcity issue already exists, and the IHDC plans to build FEWER parking spots than units built. This guarantees putting an additional strain on the already severe street evening parking situation for residents already living in the local parking zone.

100 This is totally at odds with oak park's commitment to diversity and a high quality of life. The proposed variances will create burdens and stresses for the neighborhood.

101 Oak Park serves the low income population generously now. It is time for our surrounding neighbors to do their share. As an OP resident for 40 years, I have seen a steady decline in our schools. Both my children and I attended OP schools. There is no comparison. It's difficult for me to imagine our schools would attract any young family. While we embrace diversity, we are saturated and need to say "Oak Park has answered the call. Redial"

102 I think this will benefit our community. As I mentioned above initially my thought was this was going to be for lower income folks, but over time the proposal may have changed. There should be no reason in my mind that people should be opposed to this housing. Oak Park is suppose to be a diverse community both racially and economically- we want people who work in Oak Park to be able to live in Oak Park.

103 We have enough economic diversity in Oak Park.

104 Oak Park has a long history of housing for people of all incomes, from small rental units to enormous single family homes. It is embarassing as an Oak Park resident to be a part of a community that is now so clearly opposed to a building primarily due to the fact that it will house low income residents. All of the groups involved in the development have long track records of providing high quality housing, and there is no reason to believe they will not do it again in this development.

105

It is hard to complete this survey when there is so little content about the plan on the host website.

106

I have some concerns with the funding of this project.

107

I do not want 51 units of low-income housing in my neighborhood. That is just asking for trouble. Do your social engineering somewhere else - like in your own neighborhood.

108

I don't know why this corporation, the Interfaith Housing Development Corporation of Chicago, being a Chicago based corporation is eager to come to Oak Park to make life harder to hard working and long standing residents of Oak Park. Their proposal is just a selfish greedy way to make prices of properties in Oak Park go down without regard of the people. You can't benefit a few and destroy the hard work and livelihood of many. Do this project in Chicago that it is needed.

109

I believe this is a way to facilitate the lack of economic diversity in Oak Park. As a person of Christian faith, that faith compels me to speak up on behalf of the poor, and this project seems to me to provide not just shelter but an affordable home to people in our community who need it most.

110

seems shortsighted. thanks for your efforts to get all the information on this project and your on-oing efforts to keep the neighbors informed/involved.

111

could be a good project if candidates adequately screened. concerned about bringing in non-upstanding individuals into community.

112 I am concerned that this project will turn into what Cabrini Green turned into. When first built, it was very nice, but over time it deteriorated. We need assurances for 24 hour therapeutic staff that can intervene with resident issues if needed.

113 why?

114 I have yet to meet a neighbor who supports this project. The neighborhood vehemently opposes your proposal.

115 More assurance on the character of the potential tenants--that they are employed, do not have a criminal background, etc. would gain a more positive response from current residents.

116 It is important, as a culturally diverse community, that we provide and allow for decent housing for those at lower income levels.

117 IHDC's proposal is a perfect readaption of the space. Given our current and forecasted economic times, it is unlikely that a for-profit entitiy would be able to come in and repurpose the space, while preserving neighborhood integrity, the way IHDC is proposing.

118 Please don't build this.

119

The proposal is well thought out, serves an affordable housing need in the community and should benefit the neighborhood -- with green space and commercial enterprise -- as well as the renters.

120

First, I have been living in a constant construction zone as it is for the last few months. Second, I have doubts about the viability of a retail establishment at that location. I don't want this facility towering over my neighborhood. Parking and traffic are already major issues in this area. I have serious doubts about the ability to properly screen candidates and maintain limits on the number of residents in each facility. I have serious concerns about property values. Bad idea for resi

121

I have concerns about making exclusively low-income, would be nice to see some diversity. However, I would not be opposed to it, particularly in this economy and it is better than having an ugly, empty building there. Would be nice to have the commercial spaces be very affordable for upstarting local small businesses who wouldn't otherwise have opportunity for affordable business space.

122

I think it will be a great addition to the area and I strongly support the mission of the project.

123

if it falls through it will change the integrity of the neighborhood, Depreciate its value and increase the already increasing crime rate.

124

I'm not in favor of this idea.

125

We do not need a "project" in Oak Park. Chicago found that having a whole lot of poor people in one building made for many, many problems. Why not make the units varied in size and have mixed income housing? Mix a few Section 8, with housing for working poor families with children (my son would qualify!) along with people with higher incomes. There should be a good balance in the types of people housed there, but there should definitely NOT be a majority poor individuals or families.

126 I have lived here for 10 years and have seen very little real development. There already is a lot of vacant retail space and properties. (the gas station across from Walgreens) I never want to walk down Madison and go out of my way to avoid it unless I am in Forest Park. Adding low income housing will not encourage retailers and will not help our property values. We have been successful in lowering our property taxes every year due to our proximity to Madison street.

127 This is a middle/upper-middle class town and there is no reason for it not to stay that way. There are other towns nearby that are suitable for lower income people and just because there are an abundance of liberal do-gooders in this town, the rest of us work too hard to have our housing values lowered for their benefit. The president is causing housing values to drop enough and doesn't need any help.

128 Neighboring communities need to do their share for low income tenants. Cost to tax payers?

129 I appreciate that the Interfaith Housing Development has experience in this type of community development.

130 I believe that by adding low income housing that property value for the area will drop. I also would not like to live close to low income housing for fear that crime will rise. I like the idea of redeveloping the area because it does needs a lift, but adding low income housing to the area does not make things better. The commercial area would be good, provided that parking would be available.

131 there isn't a need for any additional multi unit dwellings in the area

132 I would encourage the development of a variety of neighborhood open houses and outreach/info sessions in the first 12-18 months after completion of the project, as well as consideration of appropriate volunteer/support opportunities--so that the surrounding community can engage with, and "invest" in, the residents and positive outcomes for them. I'd also support appropriate neighborhood impact assessments at published intervals in the first 3-5 years.

133

It is a really bad idea.

134

Seeing Carpenter & Madison having become a Fenwick bus barn is a disgrace compared to what was proposed. But, I'm sure the residence are happy. Using the Comcast bldg before it becomes yet another village of OP eyesore makes most sense. OP has gone way beyond affordable for too many people. In general, empty spaces create 0 tax \$\$

135

The development is too dense, lacks any effort at mixed income, and there has been no showing of a genuine need in Oak Park. This village needs to expand its tax base, not give away more land to non-taxable or low taxable endeavors.

136

Low income people would be better served by being able to rent anywhere in Oak Park with rental assistance, ie Section 8 vouchers provided by Cook Cty. The proposed building is zoned commercial and should remain commercial. Our tax base is constantly shrinking, another potential tax exempt building will continue to erode that base.

137

My support is luke warm. I support the concept of low income housing and have invested in it over the years. However, the success of this plan lies entirely on the management of the tenants' integration into the neighborhood. I would like to recommend monthly events in the public space, advertised to the neighborhood, to act as "mixers" to invite tenants and their neighbors to go to know each other.

138

This area is already densely populated, prone to large amounts of traffic, and a base of lower income residents relative to other parts of the Village. Though the IHDC's initiative is commendable, it must be understood that this is a different project here than one in Englewood. The addition of a low income community in the midst of a moderately affluent area changes the dynamic of the neighborhood and introduces conflict through deflated property values, to an area that is already diverse.

139

The quality and kind of shops on Madison have historically been of no interest to me. Also, this area is saturated with condos and parking is extremely scarce. For Oak Park this is already a low income area, and this would not tip the balance favorably in my opinion.

140 I will vote against this and stay current on this issue. It would not be an asset to our neighborhood.

141 The project does not belong in an already stressed neighborhood.

142 Community would be better served by condo conversion, thus adding to OP's revenue. Corner of Madison and Oak Park Ave is now lackluster and needs imagination to create desirable housing, similar to Washington Blvd. Impact of even more at risk families on District 97 and 200 schools needs more attention before going forward with this plan.

143 A building empty for years and other empty buildings/lots available on Madison are certainly far from ideal for the community (both neighbors and Oak Park as a whole). The perfect development can't be the enemy of an overall good development, especially because the status quo is neither ideal nor perfect (or even good).

144 Oak Park is oversaturated with low income. As a result, it is creating an imbalance in our schools, housing and statistics. Oak Park does NOT carry the prestige it once did. I would move out of OP today if I could. I have always supported the mission toward a diverse OP but now I find I resent the degree in which we've taken the diversity. I believe I am not in the minority in these feelings.

145 This neighborhood is already under significant pressure: traffic, parking, the coming and going of many people who are not really a part of this community. In the past several yrs we have experienced multiple muggings and burglaries, panhandlers, a murder. While having a jr high school in the area is positive, it does create maintenance issues for home owners. I have lived here for 25 years and seen the quality of life decrease. I am opposed to this project which could cause further problems

146 The excessive number of units will effect the local schools...overcrowding. The changes in the neighborhood will effect owners of nearby homes and rental units. The local folks have worked hard to development the neighborhood.

147 nice response to a real need but "not on my block" as the saying goes

148 Consider a more equitable compensation model that benefits the community more holistically - greenspace maintenance, public services, etc.,

149 The building is vacant now. Getting a well-run, nicely designed mixed-use development will help Madison Street and the Village. The site has good transit access.

150 I feel part of my concern is based on an unfounded fear that additional low-income housing could increase crime in the area. However, I do support the objectives as presented and agree that Madison Ave provides appropriate space. Good luck!

151 It is important to me for OP to be economically, as well as racially & culturally, diverse.

152 Please indicate whether low income individuals with history of violent crime will be screened out. Otherwise, this seems like a good idea, a good addition to the neighborhood, use of space and in keeping with OP philosophy.

153 WE HAVE PUT DOWN PREVIOUS ATTEMPTS TO ATTACK OUR NEIGHBORHOOD WITH LESS THAN DESIRABLE "HALF WAY" HOUSE TYPES ,ETC. IF IT DOES NOT ADD TO THE REAL ESTATE VALUE IN THE AREA, IT SHOULD NOT BE PROMOTED.

154 It seems OP is doing a yeomens job already in aiding people who need subsidized housing.

155 We are already doing our share of helping low income, homeless population. What about other communities that do not offer this type of service.

156 We don't want this here

157 Don't like the potential for the increase in crime in the neighborhood.

158 I don't like the chance of more crime in the neighborhood.

159 EXAMPLE OF CONSEQUENCES OF A GREATER CONCENTRATION OF LOW INCOME PEOPLE IN THE AREA: CLASSES THROUGH THE PARK DISTRICT ARE USUALLY FREE FOR LOW INCOME PEOPLE. THEY USE THE SERVICES, WHILE PEOPLE LIKE ME AND MY CHILDREN CAN NOT BECAUSE OUR INCOME IS ON THE THRESHOLD OF INELIGIBILITY. IT HAS BEEN THIS WAY FOR YEARS, AND WILL ONLY BECOME WORSE WITH YOUR PROPOSAL. IF PEOPLE CAN NOT PAY THE GOING RATE OF RENT IN THE VILLAGE, THEY SHOULD LOOK ELSEWHERE TO LIVE. I WAS CUT OFF BEFORE MAX WORD #.

160 Very, very against. Would love something that adds to infrastructure and beauty of neighborhood. Does not at all go along with the proposed plan of area when I bought my house.

161

My faith leads me to serve those in need and to value diversity, much as a small town has a varied population. I was very impressed by the 2 IHDC projects I toured, the architecture, landscaping, services, management and creative program for promoting their mission. I was also impressed by the commitment and solid planning evidenced by Perry and Gladys (COO and CEO). I am not worried about crime, traffic or property values being significantly impacted by this project.

162

Larger units - less tenants

163

The proposed 51 units is too dense for a block with less than 60 single-family houses, condos and apartments. The zoning variance for parking is NOT acceptable, no matter what the income level.

164

The area is VERY dense and parking is big issue already. Lincoln school already has an over abundance of children that they are trying to accomodate for (the school had to get a trailer on site to accomodate the overcrowding). Madison and Washington are both VERY busy streets. What \$ will go to the schools and the police force to accomodate the extra people? What about parking? The # of parking spaces is not enough to handle the # of people in the building.

165

I am morally opposed to the 'warehousing' of the poor in developments. I am philosophically opposed to the concept of 'enabling' and subsidizing low income lacking extenuating circumstances (I support help for disability and education/training aimed at raising one's income). Economically, I would prefer efforts aimed at bringing 'high income' people to OP who would raise tax income to support services... low incomes transfer the burden to us. I chose OP for it's socioeconomic profile.

166

Good government money was spent for a study for a Madison Street Business development plan which was to encourage more business development thereby increasing property values (commercial real estate taxes are higher than residential taxes) and also a higher sales tax revenue. This is the TOTAL REVERSE of what the GOOD government money was spent for. This project makes NO SENSE

167

I am in favor of Oak Park's stated mission of combining all racial and income levels in order to diversify the community. It is in fact one of the reasons that we bought in OP but it seems as though the low income developments are concentrated in two or three areas to the exclusion on more affluent neighborhoods. As a home owner and tax payer I feel put upon and exploited because I own in one of the few area zoned for multi-family units.

168 I think it's a great idea.

169 Segregating 51 low income struggling individuals into the same space does not integrate them into the OP community/this neighborhood. The main purpose of the Madison Street Business District and redevelopment was to bring business income to the area. This is limited only to the 1st floor of this project and only adds density to the already dense multiunit building Washington St corridor nearby. The single family houses on the immediate block are being 'engulfed' by dense multiunit housing.

170 This survey, of course, has no probative value since it is not a random sample. I am ashamed of the efforts of your organization's efforts against this proposal. It reminds me of the efforts to keep African Americans out of Oak Park decades ago.

171 Inter-faith will not manage site and therefore I do not trust its assurances about it. I hate seeing neighbors pitted against each other over developments. So far, neighbors have not enjoyed any benefits from developments made to Madison. I have seen developers doing nothing to to find a resolution. Instead, we fight and they make a living from it.

172 I hope every effort is make by neighbors to make all residents feel welcome and a part of the community.

173 This is an admirable plan but not a suitable location for this type of housing...

174 I think it is important to provide housing in OP for lower incomes. I'm deeply disappointed that many of my neighbors allow their stereotypes to color their perceptions of this project. Frankly, I received <\$26K with my first job out of college; the people who can benefit from the development are more diverse than many like to think. Traffic/parking are sensitive topics in this area. People park on Grove and walk to the blue line, so further addressing parking in the face of added density is key.

175

While I like the overall idea of utilizing an existing space to provide housing opportunities for those in need, I question whether this is the best place. Given the tenant income/profiles, I do not like the idea that there will NOT be a building manager to monitor activity of 51 units at night when problems are most likely to occur. We live just adjacent to the current building with our 16 month old daughter. We are concerned about issues which might change the safety of our neighborhood.

176

I agree with the mission however I would like to see it implemented in an area that is not already filled with apartments, high population density and lower income housing. Perhaps North Oak Park or River Forest.

177

It is highly important to me that these units be accessible for people in wheel-chairs!

178

We already have to suffer with the new walgreen on what used to be our quiet corner. Do not compound this problem with the addition of this development.

179

The location is on a walking path to Brooks Middle School. Right or wrong, I worry about potential social/crimminal issues that are associated with low income neighborhoods and feel nervous about bringing those potential problems so close to our homes and school. I struggle with the dangers that already exist for my children in our community and don't want to create any additional potential risk, while feeling responsible on some level to help those who need help. Very difficult issue.

180

I think the project has some merits but do think the units are so tiny that they seem unworkable...would rather see slightly larger units and less density and height.

181

I think it will be too many people in a small area with limited amount of income. It will add to the congestion in the area and will not benefit the area or the current residents in the area. I am really hoping that this plan is not approved.

182 We need to think about others, not just ourselves, and approve this project.

183 Would much rather see lower density and mixed income residences. This is too many units with too narrow of a target tenant group. The plan also flies in the face of "assured diversity" throughout the village.

184 I'm impressed.

185 Will pets be allowed? Will the parking lot be for residents only? Can cars be left there 24/7? Would it be regulated by Interfaith or be a Village lot? Has a land survey been done to determine whether or not the ground beneath the current building can sustain the weight of two additional stories?

186 I NEED TO RE-REVIEW THE PLANS. I DID SEE SOME CONCERNS. IF I NEED TO EXPRESS I WILL DO A SECOND SURVEY BUT JUST QUESTION 8. -HOW MANY OF IHDC PROJECTS HAVE BEEN REMODELINGS OF THIS SCALE. -HOW WILL THE INTERNAL RAMP BE HANDLED < ASSUME IT WILL NEED TO BE REMOVED < CAN IT BE ? -THE SCALE OF THIS BUILDING TO AN ADJACENT RESIDENCE WILL BE A HARDSHIP ON THAT OWNER AND THE SOUTH END OF GROVE. -WHY DON'T THEY BUILD A NEW BUILDING ON THE RUSSIANS LOT { SCHIESS UNBUILT ? NEVER BUILT PROJECT } GET ALL.

187 AFTER PLAN REVIEW: 1Cols on 1st do not work above / & not shown. 2ALL APT entry doors not ADA3WHERE TRASH? 4Size of LOADING BERTH 5 BIKE STORAGE ? 6HOW many HC Units? 7 Where do kids Sleep ? 8 WHAT IS HISTORICAL ABOUT FACADES ??? 9 ROOF TREATMENT low Roof ? 10. AMT of LAND for GEO THERMAL for Build'g size ? 11. Mention of 'Loft' Office Included in Parking? Headroom ? J. Bolchert

188 Providing affordable housing in our community has many benefits. Those who will be able to live in the units will be able to access safe, permanent, affordable housing. This stability in housing will permit them to focus on other important aspects of their lives. It is difficult to find and maintain employment or get consistent health care if you are worried about where you are going to sleep each night. The community will benefit from having this property developed and not vacant.

189 Seems like a noble cause but with the capacity of real estate today there is no need to develop more. Madison street has a lot of issues and we need to take some learnings from Forest Park that continues to absorb our commercial tenants. It is a much more pleasant looking streetscape and looks safer.

190 I don't believe it belongs on Madison - We have plenty of problems in that neighborhood as it is. We all know Oak Park has seen its share of BIG problems lately - we don't need to add more.... and not to many get solved!

191 The proposal is disturbing for several reasons: it discriminates based on marital status; it creates a "poverty ghetto"; it significantly increases the neighborhood population density and destroys the neighborhood feel; it increases the availability of commercial space in an already glutted market (driving down rents); it increases demands for village resources without increasing tax revenues; it risks overwhelming school systems with the potential introduction of 50 new children.

192 I would favor a project that is more inclusive of a wider group of low income individuals: disabled and mentally ill, less dense, and with more compensating benefits for the village.

193 We do not need this in our neighborhood.

194 I am concerned that Interfaith will not define the specific tenant population to be served until AFTER they receive a zoning variance for the density. Integration of low-income and service-oriented housing in our neighborhood should be planned with lower density to ensure successful relationships with the largely single family community. Numbers of subsidized apartments/vouchers in our census tract is already high and the addition of this does not fit Oak Park model of successful integration.

195 This proposal will bring in people who pay little or no taxes but would increase the school population and probably require village or township supplied social services. My real estate taxes already take more than 50% of my income. Sounds like this proposal is going after what little I have left.

196 At meetings it was said that the Interfaith buildings usually enhanced the existing neighborhood. Unfortunately, I was not able to go on one of their tours, so I do not know if this is true, however, I do not feel this project would enhance our neighborhood one bit other than by occupying a vacant building. If that is the only aspect of this project that is positive, I say it should be rejected.

197 I grew up on the westside of Chicago. Living near the Henry Horner projects taught me one thing. We should not have many people of the same income living in such a small space together. They need to be spread out to take advantage of the diverse uniqueness of the neighborhood. It is good that you propose such housing for these people but you have to take in account that having a group of people with the same background doesn't enhance their living but gives them one perspective to see.

198 Such projects foster segregation and stigma. Thrusting this kind of high density, exclusively low-income housing project with all of the neediness that is characterized by impoverishment, (Catholic Charities is partnering with them to address this reality of need) into a community of longstanding stability, peace and goodness is harmful. This will double the population, and impose burdens and stresses. Will alienate the neighbors, cause families to move, and destabilize the community.

199 Do not want to see Oak Park's reputation and property value changed. Do not want to see more traffic in the now quiet residential area.

200 its my thought that retail is a better idea for madison st. i would like to say that even if this were a super deluxe condo w/ a big price tag that id be in favor. but we could really use a retail shop on madison st, it my thought that people would support the small bussiness owners if there were a large ie target , or even a fast food type place in that spot. it just might get some foot traffic and bring in tax dollars....

201 It would be good to make the units slightly more spacious for the tenants and have few less of them.

202 This is a continued example of poor judgment by city officials who continue to take steps to drive down property value in the name of political correctness. We have invested decades as well as significant amounts of money into our property only to see value stagnate and taxes skyrocket. Invest in projects that will improve the long term viability of our community and will make it a desirable place to live. Reduce crime. fill current commercial space. lower taxes reduce congestion.

203 I am very concerned with the low income only aspect of this development. I support low income housing, but I strongly believe that the density is too high and it should not be only low income housing. Unfortunately this invites problems.

204 Bringing low income housing into the community is not a tool needed to reverse the loss of value of our housing market. Low income individuals tend to be transient and do not have the financial strength or emotional commitment to the community they live. Any development in Oak Park should be geared toward long term investment that increases value, reduces crime, and benefits those who have a financial and long term interest in the future of our village.

205 I believe the Interfaith Housing Development proposal has positive intentions. Creating housing for low-income residents is good and necessary. However, Oak Park has already done it's part in this type of accommodation. Taking any more responsibility could tip the balance in our community in a negative way. If we absolutely must add more low-income housing options, they should NOT be concentrated in one building. Clustering poses a possible threat to the surrounding community.

206 Go look at Forest Park from Harlem to past Desplaines and see what they have done to revamp their side of Madison. Oh, and while you are there, count how many businesses are EX-OAK PARK BUSINESSES!!!

207 What about non-business hours? And there is no mention here of the support network on-site for residents. I believe there are potential risks because of many unknowns, but that the value of opportunity for some who have few makes me want to give it a try.

208 Strongly in favor

209 Interfaith is an outstanding organization. They've done their homework and assembled the right partners to make this project a success.

210 Oak Park residents consider it desirable to have "low-income" people work in local businesses. These workers should have the opportunity to live in the community where they work.

211 I hope the proposal goes through.

212 I have lived at 428 S. Grove for 34 years. This is a great neighborhood. We relish each others individuality. You are trying to portray us as uncaring bigots. I resent this and am offended by your lack of concern for myself and my friends and neighbors.

213 I strongly oppose this project. I do not want to see it go forward in my neighborhood.

214 I think it is a great way to get more economic diversity in Oak Park

215 I fully support this development even though I would like to see it not just limited to singles. I do realize that all developments cannot meet the needs of all populations, and believe strongly that people with limited incomes who work in Oak Park and surrounding areas be afforded the opportunity to live in the community. On site management/services will add to stability of the development which will create long term stability to the Madison Street Corridor.

216 I applaud their mission. I think people who are against this development might be surprised by the number of young adults in the area who would benefit from it. They are currently living at home because they can't afford a place of their own. This would allow them to stay close to their home neighborhood and begin to transition to independence.

217 I strongly support affordable housing and have been an active participant in several developments. I think the location, having nothing to do with where my home is located, is not in the best interest of the Village. The Southeast compass point from that intersection leads to lower, more moderately priced housing, and a development of this nature will only add to the existing stigma of the region.

218 the negative impact this project places on the current residents far exceeds the expected benefit. The core belief of this project is flawed and therefore its execution is doubtful as well. I believe it has been stated the project can't be built w/in the current zoning..if I wanted to do a project and I couldn't remain w/in the zoning framework, my project would be halted. I feel the same should be upheld for this one as well. also traffic already a nightmare both in the alley and on the street

219 It is my understanding that there will be a screening process for tenants which I favor.

220 Because I live so close to the proposed new development, I know first hand that traffic from its future residents, their visitors, and the stores cannot be supported by the street and the alley around the new development. At the very least, there will be 40 cars in and out of those premises every day. That kind of traffic will put all residents of the area at risk. However, that number could be easily as high as 120! Whatever the case, this will be a very dangerous situation for everyone.

221 A project (experiment) of this sort has never been done (low-rise, low-income housing in an established middle class neighborhood) where it hasn't had a profound negative impact on the community or surrounding neighborhood. All of IHDC developments have been erected in blighted neighborhoods in which some value was brought to that area. The inverse would be the case here. I don't see why my neighborhood should be the proving grounds of an idea that a very large majority of my neighbors oppose.

222 I think economic diversity is as important as any other kind and we should welcome affordable housing in Oak Park

223 I appreciate the needs of the target population and think this is, in general, a good proposal that would have many benefits.