



A g e n d a
President and Board of Trustees
Monday, June 13, 2011
Village Hall
123 Madison Street

Special Meeting at 6:30 p.m. in Room 101

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 (*).

- I. **Call to Order**
- II. **Roll Call**
- III. **Regular Agenda**
- IV. **Discussion of the Current Solid Waste Contract**
 - A. **Motion to Direct Staff to Prepared the Necessary Documents for a Contract for Solid Waste Services or Direct Staff to Begin an RFP Process**
- V. **Consent Agenda**
 - B. **Resolution Authorizing a Contract with the Selected Artist and an Ordinance Accepting an Easement for Public Art.**

The Public Art Advisory Commission, at a previous meeting, made a recommendation to the Village Board for this piece of art. The Board directed staff to prepare the necessary documents for installation.
- VI. **Motion to Adjourn to Executive Session for the purpose of setting the price for the sale of property in Room 130 at 7:30 p.m.**

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.

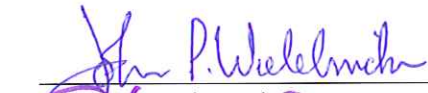
VILLAGE OF OAK PARK
AGENDA ITEM COMMENTARY

Item Title: Motion to Direct Staff to Prepare the Necessary Documents for a contract for Solid Waste Services with Waste Management or Direct Staff to Begin an RFP Process.

Date of Board Action **June 13, 2011**

Staff Review:

Director of Public Works



John P. Wielebniak

Village Manager's Office



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

At the March 11, 2008 meeting of the Energy & Environment Advisory Commission, staff presented the annual report on Waste Management services and information on the state of the waste hauling industry because the Waste Management contract was due to expire on December 31, 2008. Due to consolidation, increased licensing fees and taxes and increased labor and fuel costs, other communities that had attempted to negotiate contracts or who had solicited bids for residential services had experienced rate increases from 26% to 34%.

The Board reviewed options at the June 23, 2008 Study session. The Village enjoyed favorable market rates with annual increases at the cost of living (CPI) not to exceed 5% annually. Also, the Village had the right to exercise a specific renewal clause in the contract with Waste Management. Due to market conditions at that time and the increases experienced by other municipalities, staff recommended that the Village negotiate an extension to the current contract with Waste Management. There was consensus by members of the Board and the Energy & Environment Commission to proceed with this option instead of issuing a Request for Proposals.

Staff met with Waste Management on three occasions to discuss a list of items that would address requests by members of the Village Board and Energy & Environmental Commission as well as cost issues. Due to increased labor and fuel costs, Waste Management stated that the current contract with escalators based on CPI were not sufficient to cover their costs. The results of these discussions were reviewed by staff members on August 21, 2008.

Waste Management submitted a proposal for a five-year contract that included a 54% increase with the possibility of exploring recyclable revenue sharing or adding the RecycleBank program for an additional fee. In light of the terms outlined in the proposal, staff determined that it would be in the best interest of the Village to exercise the renewal clause contained in the current contract.

The current contract with Waste Management-Metro (WM) will expire on December 31, 2011. During Budget discussions in October of 2010, the Board directed staff to request a proposal from Waste Management for developing a new contract to begin in 2012. Staff met with Waste Management five times from February 2011 to May 2011 to discuss items contained in the proposal including price increases.

The Board should note that direction to proceed with a contract with Waste Management would also be waiving the bid process.

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

The attached proposal will provide services for five years, from January 1, 2012 to December 31, 2016. The proposed contract provides the following miscellaneous services:

- Replacement recycling carts will go from 64-gallons to 96-gallons
- Provide 10 solar powered compactors with recycling kiosks for public access receptacles in business districts (Valued at \$49,000.00)
- Develop pilot program for organics collections of food scraps
- Provide new services for Bagster roll-off
- Integrate new CNG trucks to reduce emissions
- Annual Refuse & Recycling Guide paid for by WM (distributed in FYI)
- Fall Leaf Ads in local newspapers paid for by WM
- 1,000 refuse stickers for Alley Clean Up Program annually
- Annual Increases at CPI with a minimum increase of 2.5% not to exceed 4%
- Continued Fall Leaf collection program

Disposal fees are paid to West Cook County Solid Waste Agency for the agreement using the Regional Disposal Project, which will expire on December 31, 2018. The rates that will be charged to residents will include administration costs, disposal (tipping) fees and Fall Leaf collection fees and will increase from 5.6% (64-gallon refuse cart users) to 8% (96-gallon refuse cart users).

Staff recommends that the Village enter into a new contract with Waste Management-Metro for the Collection & Transportation of Refuse and Collection, Transportation and Processing of Recycling and Yardwaste for a term of five years.

Item Budget Commentary:

The cost of the Waste Management contract will be approximately \$2,200,000.00 for collection and transportation services.

Proposed Action:

Direct Staff to prepare the necessary documents for a contract for solid waste collection services with Waste Management.


Village of Oak Park
Department of Public Works
Environmental Services Division

MEMORANDUM

June 9, 2011

TO: Tom Barwin, Village Manager
Lisa Shelley, Deputy Village Manager

CC: John Wielebnicki, Public Works Director

FROM: Karen Rozmus, Environmental Services Manager 

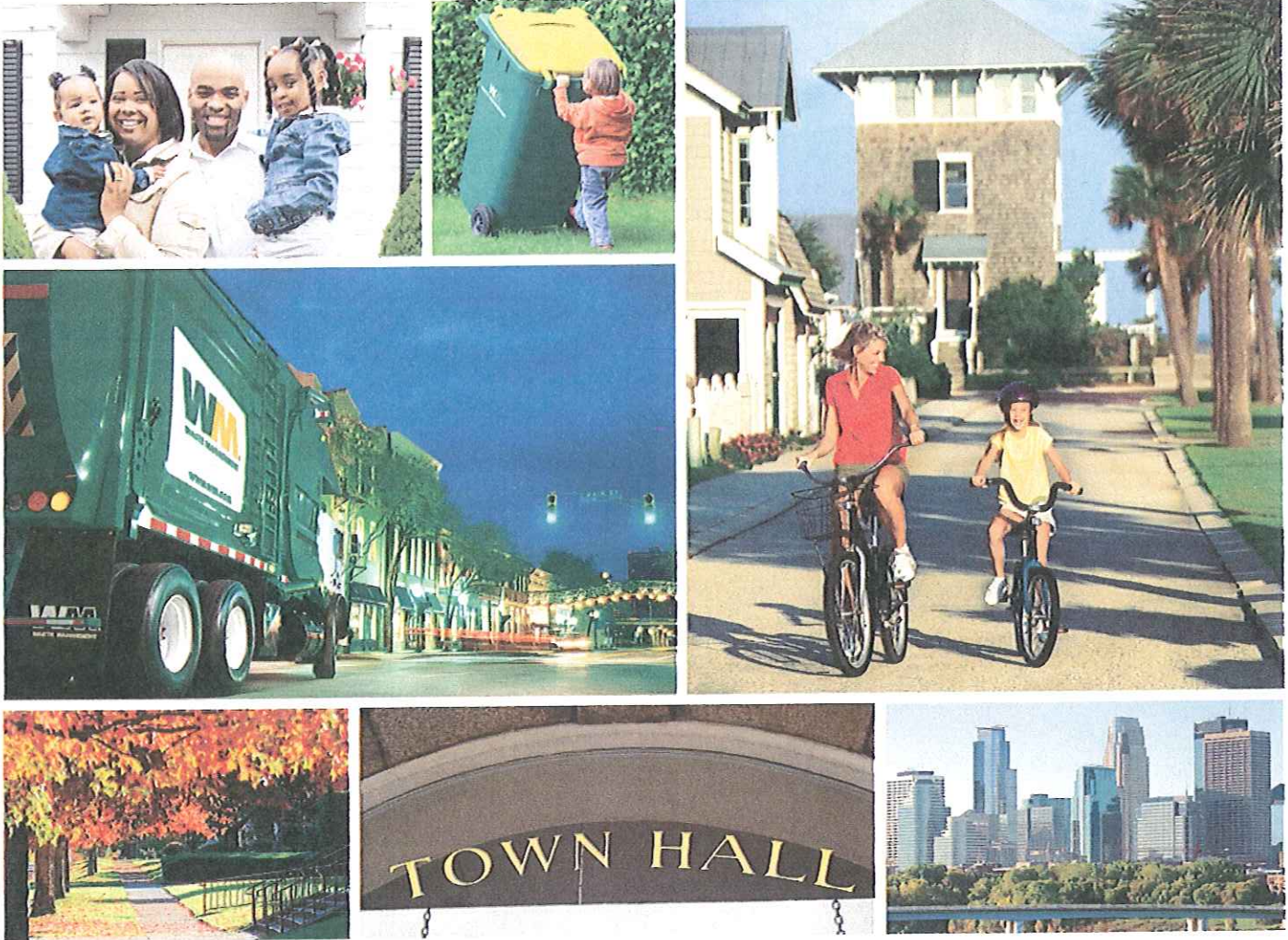
RE: Waste Management Proposal for a New Contract

At the request of the Board, Waste Management submitted a proposal for a new refuse, recycling and yardwaste contract for a term of five years. In addition to pricing, Waste Management has included a number of initiatives that would contribute to the Village's efforts in becoming a more sustainable community.

- During the life of the contract, all replacements of blue recycling carts would go from 64-gallons to 96-gallons to increase capacity
- Waste Management will proactively work with their commercial customers to reduce waste and increase diversion rates where possible
- Waste Management will donate 10 solar powered compactors and recycling kiosks to enhance public access recycling opportunities (Valued at \$49,000 equipment costs and potential savings of \$6,000.00 in collection costs)
- Develop a pilot program for Food Scrap Composting (Organics collection service)
- Provide the "Bagster" program; a convenient, cost effective collection service for small to medium size home renovation or clean up projects (Potential revenue for Village as a retail outlet for the Bagster)
- As trucks used in Oak Park are replaced, Waste Management will integrate CNG fueled vehicles and seek possible route improvements to reduce emissions
- Work with Oak Park Police and Fire Departments to implement the "Waste Watch" program to enhance public safety measures
- Packet attachments include contract cost and rate histories, residential rate worksheet and community contract survey information

Waste Management representatives will attend the Board meeting on Monday, June 13 to answer any questions on their proposal.

MUNICIPAL SOLUTIONS



Village of Oak Park, IL Contract Extension Proposal

May 16, 2011



THINK GREEN®

May 16, 2011

Ms. Karen Rozmus
Oak Park Public Works Facility
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

Dear Karen:

Waste Management appreciates the long term relationship we have had with the Village of Oak Park and are pleased with your confidence in Waste Management. We would like to thank you for allowing us the opportunity to present a comprehensive five (5) year contract extension proposal for your consideration. As you will find detailed in this letter and accompanying attachments, our proposal to the Village includes added components beyond core trash, recycling, and yard waste services, which we believe will play an important role in partnering with the Village to exceed its sustainability goals.

The Village's waste diversion goal of 50% by the year 2015 is aggressive but achievable with Waste Management's support and commitment to expand recycling programs involving construction materials, yard waste, and food scraps. To that end, Waste Management will pilot an organics collection and composting program in the Village as an initial step to reach your diversion goals. Going forward, Waste Management's continuously expanding library of information that provides waste reduction practices and techniques from our network of facilities across the country are available to the Village for dissemination to residents and businesses, to assist in decreasing the overall waste being generated in the Village by 1% annually.

As a business partner and good neighbor, Waste Management will support the Village's Community Development Plan goals for "Green Economic Development". With this in mind, Waste Management will provide to the Village ten (10) Solar Powered Compactors all with Recycling Kiosks. Upon taking ownership, the Village can place these "Green" service products in public areas to promote efficient waste collection and provide recycling.

For household items which are difficult to recycle, Waste Management has a responsible solution. Village residents can dispose of and recycle home generated household hazardous waste safely, easily and responsibly. At Your Door Special Collection program provides your residents with "front – porch" service to remove the difficult, sometimes hazardous and hard to

recycle items that almost every household accumulates. As North America's leading environmental solutions company, Waste Management makes it easy for residents to get these items out of the house, by collecting them at their door. Because of our company's vast infrastructure and partnerships, we are able to recycle as much as 75% of the items, reclaiming valuable resources for the benefit of your community which promotes "Green Economic Development" in the Village. This exclusive service offered by Waste Management can be directly billed to participating households.

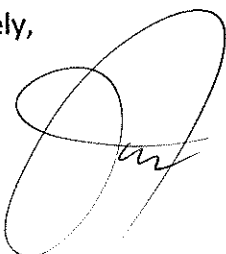
"Bagster", a dumpster in a bag, will help your residents meet their waste removal needs by filling the gap, bigger than a garbage bag and smaller than a roll off container. It provides the right solution at the right value, holding over 3,300 lbs. in a 3 cu yd polypropylene bag. Waste Management will customize a Municipal Bagster Bag Program to promote the Village's Green Economic Development strategy to utilize Green products and services. Plus, your Village can take advantage of revenue sharing opportunities through the distribution of the Bagster.

Waste Management's commitment to reduce our truck fleet emissions and help our municipalities we serve to go Green is demonstrated by our initiative to begin using compressed natural gas (CNG) to fuel our trucks. Our first local CNG facility, located in Wheeling, Illinois, will open in May 2011. A second CNG facility to be located in Cicero, Illinois, which will service trucks utilized in Oak Park, is anticipated to open in the Spring of 2012. Once the CNG fueling facility is operational, the conversion of trucks will begin that service the Village of Oak Park.

Our community partnership with the Village goes beyond providing environmental solutions. It includes keeping your community safe. Your police, fire, and emergency services teams work hard to keep your community safe, but the reality is they cannot be everywhere at once. Waste Management's Waste Watch Program adds to and enhances your existing community services. Our drivers, in conjunction with the Village, receive training on what to look for, how to react appropriately, and the best way that the Village desires that they correctly report incidents. The alert eyes and ears of our drivers contribute to making your community safer each day, during their routine of providing environmental services to the community.

Waste Management looks forward to continuing our relationship with the Village of Oak Park. If you have any questions or concerns, please contact me at (708) 533-1016.

Sincerely,

A handwritten signature in black ink, appearing to be "Jan", written in a cursive style.

Jim Karls
Municipal Marketing Manager

Leaders in Environmental Initiatives

Aligned for the Future Success of the Community

Waste Management and the Village of Oak Park have a shared vision for the future of environmental sustainability in the community. Waste Management focuses on aligning the services and value we provide to Oak Park with the specific community needs that Village leadership has identified, to ensure the municipality and its residents achieve their goals and overcome their challenges.

Many of the key goals related to community initiatives that the leadership of Oak Park has identified are listed on the following pages, paired with the current and future Waste Management offerings that will contribute to the Village's success.

Goal #1: RECYCLING

- Increase community wide waste diversion rate by improving:
 - Residential Recycling
 - Multi-Family Recycling
 - Commercial Recycling

Current WM Activity:

Waste Management is North America's largest recycler of household generated recyclables, managing over 8 million tons of recyclable commodities each year. By 2020, our goal is to nearly triple the volume of commodities we recycle to 20 million tons per year.

Enhanced WM Activity to Support the Village:

Waste Management commits that all future replacements of current 64-gallon recycling carts will include upsizing to a 96-gallon cart, to provide for increased recycling from single-family homes.

Additionally, in order to enhance the volume of recyclables collected from Multi-Family Units, Waste Management commits to proactively working with the multi-family properties, commercial businesses and schools that we service to decrease the size of waste containers and increase the size of the associated recycling containers, wherever possible.

Waste Management commits to the donation of 10 Solar Powered Compactors and Recycling Kiosks to replace street receptacles in high traffic areas of the Village, increasing the amount of material recycled, and decreasing the costs and emissions related to frequent collection vehicle trips to service standard street receptacles. Waste Management also proposes to work with Village officials to explore options for placement of additional Recycling Kiosks along corridors of high foot traffic.

Goal #2: COMPOSTING

- Improve Food Scrap Composting

Current WM Activity:

Waste Management currently collects and transports yardwaste for the Village for composting.

Enhanced WM Activity to Support the Village:

Waste Management is working with the Department of Public Works to develop a pilot Food Scrap Composting program for potential rollout to a portion of the Village's residences, as well as interested Village institutions, during Fall 2011.

Goal #3: FURTHER SUSTAINABILITY EDUCATION

Current WM Activity:

Waste Management has numerous educational resources to aid municipalities, their business, and their residents in meeting their environmental goals. Examples of programs offered include methods to increase recycling, reduce waste generation, and increase composting.

Enhanced WM Activity to Support the Village:

Waste Management's partnership with Discovery Education can provide valuable resources to local educators at no charge. Additionally, local Waste Management resources and collateral can be integrated into local curriculum, Village outreach activities, and general education for the community at large (e.g., broadcast of WM educational videos on the local cable channel).

(See Attached list of Waste Management Educational Videos)

Goal #4: SUPPORT GREEN ECONOMIC DEVELOPMENT

Current WM Activity:

Parallel to the Village's commitment to leadership in energy and design as demonstrated by the construction of Oak Park's Gold LEED Certified Public Works Center, the last 3 facilities that Waste Management has constructed in the State of Illinois (Transfer Station Facilities in Elgin, Crystal Lake, and East Peoria) all achieved Silver LEED Certification.

Enhanced WM Activity to Support the Village:

Waste Management is interested in collaborating with local officials to play a role in the development and implementation of the Green Business Association mentioned in the PlanItGreen Sustainability Plan. Our experience and commitment to sustainable business practices will allow us to take a leadership role with this future group.

Goal #5: ENHANCE COMMUNITY ENGAGEMENT

Current WM Activity:

Waste Management surveys residents in many of the municipalities we service, to gauge resident interest in the potential for new or modified services.

Enhanced WM Activity to Support the Village:

Waste Management commits to providing leadership and support for future community surveys related to sustainability and the services we can provide.

Waste Management desires to continue to explore with Village officials the potential to rollout services to properly remove and recycle household hazardous wastes from Oak Park residents through implementation of our At Your Door Special Collection services. Additionally, educating and engaging residents on the ability to properly recycle fluorescent bulbs, household batteries and other used materials via Waste Management's Think Green From Home mail-in program provides the ability to also keep these dangerous materials out of the waste stream and increase the Village's landfill diversion rate.

Goal #6: INCREASE VILLAGE REVENUES

Current WM Activity:

Waste Management supplies numerous services to the Village, for which the Company provides the Village or its residents a bill for services rendered.

Enhanced WM Activity to Support the Village:

Provide a new revenue source for Oak Park thru sales of Waste Management's "Bagster" Product.

Waste Management's innovative "Bagster" service provides an economical and efficient solution to residents, community beautification projects, and Village sponsored events. This service also provides a convenient, affordable disposal solution to residents and businesses that periodically generate more material than typically allowed in their residential or commercial containers. The Bagster service is great for home renovation projects, seasonal cleanup projects, or any other activity that generates large volumes of trash, but not large enough to require a roll off box. It is easy to use, convenient, and the service is flexible to meet customer needs. The product is ideal for community beautification efforts and could be distributed by Village staff to community groups working together and committed to promoting beautification efforts and unity, and could even be utilized as revenue generating resource for the Village by means of direct sales to area residents.

The Bagster product provides a unique Revenue Generating Opportunity for the Village. Waste Management will sell the Bagster product to the Village at a discount, allowing the Village to sell it to their residents at the retail price (as currently sold in home improvement stores), providing a significant revenue generating opportunity for the Village, simply by acting as a convenient 'point of sale' for the product. For each Bagster sold by the Village, the Village will net \$12. So, if every Oak Park resident utilized just one Bagster over the 5-year contract period, over \$150,000 in revenue would be generated for the Village.

Goal #7: REDUCE ENVIRONMENTAL IMPACT OF TRANSPORTATION

- Reduce Climate Change by Reducing Green House Gas Emissions
- Use Low-Emission Alternative Fuels; use Alternative Vehicles that reduce Emissions, and Reduce Vehicle Miles Traveled
- Reduce Vehicle Idling

Current WM Activity:

Waste Management's Corporate 2020 Sustainability Goals include the goals to reduce overall fleet emissions by 15% and to increase fleet efficiency by 15% by the Year 2020. Waste Management currently uses clean burning diesel in all the trucks that service the Village of Oak Park.

Waste Management's Idling Policy, implemented by the Company in 2008, parallels the Village of Oak Park's Idling Gets you Nowhere campaign, focused on reducing engine idling time to save fuel and reduce harmful emissions.

Enhanced WM Activity to Support the Village:

As the trucks that Waste Management uses to service the Village are replaced, we will implement CNG fueled vehicles to service Oak Park. We commit to replacing all current trucks with CNG trucks during the next 5 years of servicing the Village. This commitment by Waste Management parallels the Village's goal to use low emission alternative fuels and use alternative vehicles that reduce emissions.

Additionally, we would like to continue our discussions with Village officials regarding a plan to significantly reduce the vehicle miles traveled by Waste Management trucks in Oak Park, by reducing the frequency of residential trash collection to "every other week." This may be possible if diversion rates can continue to be increased thru the use of larger recycling carts and successful implementation of a food waste recycling program.

The integration of CNG trucks into the WM fleet would also allow WM to be an active participant in the Green Fleets Expo being planned at the Village's Public Works Center.

Goal #8: ENHANCEMENT OF PUBLIC SAFETY

Current WM Activity:

Throughout the week, Waste Management has multiple collection vehicles travelling the streets and alleyways of Oak Park.

Enhanced WM Activity to Support the Village:

With Oak Park experiencing its lowest crime rate in 45 years, and the Village's focus on continuing to ensure the public safety of the community for its residents, Waste Management proposes to collaborate with the Village by engaging with the Police and Fire Departments to rollout Waste Management's Waste Watch program in Oak Park. Thru Waste Watch, Waste Management partners with the Village's public safety forces to train our drivers to "observe and report", providing additional eyes and ears in critical places and during critical times of the day that will assist the local police and fire officials to further protect the Village, its residents, and its assets.

Goal #9: ECO-FRIENDLY COMMUNITY EVENTS AND FESTIVALS

Current WM Activity:

Waste Management currently provides a variety of services for Oak Park's community festivals.

Enhanced WM Activity to Support the Village:

In partnership with the Village, Waste Management would like to explore options to supply additional equipment and resources to decrease waste generation and increase recycling at local events, to include Solar Powered Compactors and Recycling Kiosks, as well as the use of Clearstream Recycling Stands to provide convenient recycling points to maximize collection of materials.

Goal #10: SUPPORT DEVELOPMENT AND USE OF ALTERNATIVE SOURCES OF ENERGY

Current WM Activity:

Waste Management is North America's leader in the conversion of landfill gas to energy and waste to energy. Through our 119 renewable energy facilities across the US and Canada, we currently provide for the energy needs of over 1,000,000 homes, the energy equivalent of 13 million barrels of oil.

Enhanced WM Activity to Support the Village:

Waste Management continues to construct new landfill gas to energy and waste to energy plants each year, with our newest plant currently being constructed at our Prairie View Disposal Facility in Will County, Illinois. Waste Management commits to providing educational seminars and tours of our local alternative energy plants to help promote the understanding and support for Alternative Sources of Energy by the Village and its residents.

Goal #11: IMPROVE AIR QUALITY & SUPPORT THE CHICAGO CLIMATE ACTION PLAN

Current WM Activity:

Waste Management is a founding member of the Chicago Climate Exchange (CCX), established in 2003 as a voluntary greenhouse gas reduction and offset trading platform. By establishing a market-based price for reducing emissions of carbon and other greenhouse gases, CCX facilitates investment in new technologies and innovative products and helps companies to build the skills and institutions needed to manage environmental risks. CCX members made a legally binding commitment to meet annual reduction requirements.

Enhanced WM Activity to Support the Village:

With our own commitment to reduce emissions for enhanced air quality in the Chicagoland area, Waste Management looks forward to working with the Village to explore synergies to ensure increased air quality for the future of the region.

Waste Management Educational Videos

Title # 1 - Residential Single Stream Recycling

Title # 2 - Business Single Stream Recycling

Title # 3 - Mr Cool Can

Title # 4 - Recycling to Preserve Our Planet

Title # 5 - Renewable Energy

Title # 6 - Solar Powered Compactor

Title # 7 - Story of Garbage

Title # 8 - Electronic Recycling

Title # 9 - Partnership Of Choice

Title # 10 -C & D Recycling

Title #11 - "WOW" Video

Title #12 - Grayslake Recycling Facility Video

Title #13 - Chicago Recycling Facility Video

Title #14 - Partners In Illinois Video

Oak Park Proposal - Rates

<u>Service Information</u>	<u>1-Jan-11 Current Rate</u>	<u>1-Jan-12 Proposed Rate</u>
Single Family / 2 Flats (11,630 units) per month	\$6.17	\$7.23
Extra Cart (200 carts) per month	\$6.17	\$7.23
3 - 5 Flats (870 units) per month	\$5.71	\$6.72
Recycling (12,500) per month	\$2.43	\$2.75
Equipment (12,500) per month	\$1.65	\$1.65
Yardwaste Stickers	\$2.12	\$2.35
Refuse Stickers	\$0.93	\$1.25
Fall Leaf Program annually	\$176,166	\$192,020
Back Door Service Collection	\$13.65	\$14.88
Bulk Collection per cubic yard	\$12.77	\$15.32

Example Single Family / 2 Flats Rate Comparison (current and year one of extension):

Current Rate (January 1, 2011) : **\$10.25 per unit** (\$6.17 + \$2.43 + \$1.65)

Proposed Rate (January 1, 2012) : **\$11.63 per unit** (\$7.23 + \$2.75 + \$1.65)

Proposed Rate Adjustments for year two (2013) thru year five (2016):

<u>Year</u>	<u>CPI Adjustment</u>
2013	(2.5% < CPI < 4.0%)
2014	(2.5% < CPI < 4.0%)
2015	(2.5% < CPI < 4.0%)
2016	(2.5% < CPI < 4.0%)

Waste Management Contract Cost History

		Refuse Collection	Recycling Collection	Equipment Fee	TOTAL
1998	3-yr contract	\$ 4.85	\$ 1.93		\$ 6.78
1999		\$ 4.92	\$ 1.96		\$ 6.88
2000		\$ 4.98	\$ 1.98		\$ 6.96
2001	3-yr extension	\$ 5.13	\$ 2.04		\$ 7.17
2002		\$ 5.34	\$ 2.12		\$ 7.46
2003		\$ 5.55	\$ 2.21		\$ 7.76
2004	5-yr contract	\$ 5.32	\$ 2.11	\$ 1.65	\$ 9.08
2005		\$ 5.32	\$ 2.11	\$ 1.65	\$ 9.08
2006		\$ 5.47	\$ 2.17	\$ 1.65	\$ 9.29
2007		\$ 5.63	\$ 2.23	\$ 1.65	\$ 9.51
2008		\$ 5.80	\$ 2.29	\$ 1.65	\$ 9.74
2009	3-yr extension	\$ 6.09	\$ 2.42	\$ 1.65	\$ 10.16
2010		\$ 6.09	\$ 2.42	\$ 1.65	\$ 10.16
2011		\$ 6.17	\$ 2.43	\$ 1.65	\$ 10.25
2012		\$ 7.23	\$ 2.75	\$ 1.65	\$ 11.63

Average increase over service life with Waste Management (15 years)

3.27%

2.83%

4.77%

2011 Monthly Residential Fee Structure

	96-GALLON SERVICE	64-GALLON SERVICE
Refuse Collection	\$ 6.17	\$ 6.17
Disposal Fee	\$ 4.10	\$ 2.75
Recycling Collection	\$ 2.43	\$ 2.43
Equipment Fee	\$ 1.65	\$ 1.65
Administrative Fee	\$ 1.97	\$ 1.97
Fall Leaf Program	\$ 2.05	\$ 2.05
TOTAL COSTS	\$ 18.37	\$ 17.02
MONTHLY CHARGES	\$ 19.89	\$ 16.76

Proposed 2012 Monthly Residential Fee Structure

	96-GALLON SERVICE	64-GALLON SERVICE
Refuse Collection	\$ 7.23	\$ 7.23
Disposal Fee	\$ 4.22	\$ 2.83
Recycling Collection	\$ 2.75	\$ 2.75
Equipment Fee	\$ 1.65	\$ 1.65
Administrative Fee	\$ 1.97	\$ 1.97
Fall Leaf Program	\$ 2.25	\$ 2.25
TOTAL COSTS	\$ 20.07	\$ 18.68
MONTHLY CHARGES	\$ 21.50	\$ 17.70

The 8% rate increase for the 96-gallon cart will be \$1.61 per month.

The 5.6% rate increase for the 64-gallon cart will be \$0.94 per month.

Approximately 29% of the residents use the 64-gallon refuse cart.

Residential Rate History

Year	Monthly Rate	Increase	% CHANGE	NOTES
1998	\$ 10.85	\$ 1.50	14%	(New Contract) VOP added Administrative cost component
1999	\$ 10.85	\$ -	0	
2000	\$ 10.85	\$ -	0	
2001	\$ 11.80	\$ 0.95	8%	(New Contract)
2002	\$ 11.80	\$ -	0	
2003	\$ 11.80	\$ -	0	
2004	\$ 15.80	\$ 4.00	24%	(New carts) Additional Admin fee; "weighted" disposal fee for larger carts; \$1.65 equipment fee
2005	\$ 15.80	\$ -	0	
2006	\$ 15.80	\$ -	0	
2007	\$ 16.25	\$ 0.45	3%	CPI Increase
2008	\$ 18.20	\$ 1.95	12%	Fall Leaf cost component added
2009	\$18.93	\$ 0.73	4%	CPI Increase
2010	\$ 19.50	\$ 0.57	3%	CPI Increase
2011	\$19.89	\$ 0.39	2%	CPI Increase
2012	\$ 21.50	\$ 1.61	8%	New 5-year contract

NOTES:

The Village privatized refuse services in 1994 with a 3-year contract with BFI.

1998 was the first year of a 3-year contract with Waste Management.

In 2001, the contract with Waste Management was extended for a term of 3 years.

In 2004, the contract with Waste Management was extended for a term of 5 years. Residents were offered the choice of a smaller refuse cart at a reduced rate.

In 2008, the cost component for the Fall Leaf collection was added.

In 2008, the Village exercised it's option to extend the contract for 3 years. The current contract will expire on December 31, 2011.

The 2012 proposed rate does not include an increase for administrative costs.

RESIDENTIAL REFUSE RATE SURVEY December 2010 - 2011

	REFUSE	RECYCLE	YDWASTE	FALL LEAF	ADMIN FEE	RES RATE	NOTES
BERKELEY	X	X	X			\$ 0.00	100% paid by municipality
BERWYN *	X	X	X		X	\$ 22.45	Rate incl. small Admin fee.
BROOKFIELD *	X	X	S		X	\$ 25.80	Rate incl. small Admin fee.
DEERFIELD	X	X	S	S		\$ 15.50	
ELMHURST	X	X	S	S		\$ 41.52	Sticker program. This rate is for a 96-gallon cart option.
ELMWOOD PK	X	X	X			\$ 30.00	
FOREST PARK *	X	X	X		X	\$ 15.17	Rate incl. small Admin fee.
FOREST VIEW	X	X	X			\$ 0.00	100% paid by municipality
HIGHLAND PARK	X	X	S	S		\$ 18.96	
HILLSIDE *	X	X	X	X		\$ 0.00	Fall Leaf incl. in yardwaste. 100% paid by municipality
HODGKINS	X	X	X			\$ 0.00	100% paid by municipality
LAGRANGE *	S	X	S	S		\$ 21.43	\$4.95/sticker; this rate equals 1 can refuse per week
LAGRANGE PK *	X	X	S	S		\$ 23.00	Rate for new cart option program.
LIBERTYVILLE	X	X	S	S		\$ 17.50	
LINCOLNSHIRE	X	X	S	S		\$ 20.28	
LINDENHURST	X	X	S	S		\$ 17.68	
LOMBARD	X	X	S	S		\$ 16.31	
MELROSE PARK	X	X	X			\$ 0.00	100% paid by municipality
NORRIDGE *	X	X	X			\$ 0.00	100% paid by municipality
NORTHLAKE *	X	X	X			\$ 7.50	50% paid by municipality
OAK PARK 2011 *	X	X	S	X	X	\$ 19.89	Rate incl. Admin. Fee and fall leaf collection cost.
OAK PARK 2012 *	X	X	S	X	X	\$ 21.50	Rate incl. Admin. Fee and fall leaf collection cost.
RIVER FOREST	X	X	S			\$ 22.47	
RIVER GROVE	X	X	X			\$ 6.00	75% paid by municipality
RIVERSIDE *	X	X	X			\$ 20.01	Monthly rate billed bi-monthly by hauler.
SCHILLER PK	X	X	X			\$ 0.00	100% paid by municipality
SUMMIT	X	X	X			\$ 15.00	\$1.67 per unit per month paid by municipality
WESTCHESTER	X	X	X			\$ 22.58	
WESTERN SPRINGS *	X	X	X			\$ 25.76	
WHEATON	X	X	S	S		\$ 27.50	

* Indicates communities that are participating in the West Cook Regional Disposal Project.

X -- Services are included in residential rate

S -- Stickers required for this service (pay per bag)

CONTRACT COST COMPARISON FOR REGIONAL DISPOSAL PROJECT MEMBERS

	# Units	Refuse Collection	Recycling Collection	Yardwaste Collection	Disposal	Fall Leaf Program Notes	Fall Leaf Program Cost to City	Bulk Items	Wht Good	Monthly Contract Cost Per Unit	Contract Ends	NOTES
BERWYN *	16,261	\$ 21.01	Incl.	Incl.	\$ 3.86	Incl. in yardwaste		1 item incl.	\$ 20.00	\$ 21.01	2014	Current contract includes CPI and Fuel surcharge increases.
BROOKFIELD *	6,121	\$ 13.91	Incl.	\$3.30 S	\$ 3.57	Shared program between Village and hauler	\$50,000.00 to hauler (50%)	1 item incl.	1 item incl.	\$ 17.48	2014	RFP in 2009 brought substantial increases and all proposals were rejected. The Village negotiated with current hauler for new 5-year contract.
FOREST PARK *	4,474	\$ 6.52	\$ 2.60	\$ 1.71	\$ 3.96	Village program not included in contract		1 item incl.	1 item incl.	\$ 14.79	2013	RFP in 2010 brought an increase of 27% and all proposals were rejected. The Village exercised the extension clause with annual increases at CPI.
HILLSIDE *	2,073	\$ 9.02	\$ 3.46	\$ 2.91	\$ 3.96	Incl. in yardwaste		1 item incl.	1 item incl.	\$ 15.39	2013	Paid by municipality
LAGRANGE *	4,624	\$4.95 S	Incl.	\$4.95 S	\$ 2.87	\$4.95 S		2 Stickers	2 Stickers	\$4.95/stkr	2011	Volume-base system where residents pay per bag of refuse or yardwaste. Sticker price includes disposal costs. Rate shown on attached survey equals 1 can per week. Is considering going to a cart-based program and may issue RFP.
LAGRANGE PARK *	3,990	\$ 23.00	Incl.	\$2.70 S	\$ 2.61	Village program not included in contract	\$30,000.00 (est. for 600 tons / yr)	2 Stickers	2 Stickers	\$ 23.00	2014	Re-negotiated with Allied for new contract in 2011 with 5% increase each year of contract. Price shown is for Cart Option billed by hauler in addition to Village base service fee \$4.80 / month. Contract incl. fuel escalator to be negotiated.
NORRIDGE *	4,900	\$ 13.32	\$ 0.65	\$ 2.26	\$ 5.22	Incl. in yardwaste		1 item incl.	1 item incl.	\$ 16.23	2013	Paid by municipality
NORTHLAKE *	3,190	\$ 8.71	\$ 2.30	\$ 2.80	\$ 4.37	Incl. in yardwaste		1 Sticker	1 Sticker	\$ 13.81	2013	Receives host fees from Allied transfer station - 50% of resident rate is paid by municipality
OAK PARK 2011 *	12,365	\$ 7.82	\$ 2.43	\$2.15 S	\$ 3.20	Shared program between Village and hauler	\$ 176,166.00	2 Stickers	2 Stickers	\$ 13.45	2011	Refuse collection fee of \$7.82 includes an equipment fee of \$1.65. The costs for the Fall Leaf program (\$2.05 per month), and Administration fees (2 full-time employees and a percentage of support staff \$1.97 per month) are passed through in the monthly rate of charged to residents. Although \$3.20 is the accurate average Disposal fee, the Village charges \$4.10 for a 96-gallon refuse cart and \$2.75 for the smaller 64-gallon refuse cart.
VOP 2012 Proposal		\$ 8.88	\$ 2.75	\$2.35 S	\$ 3.30		\$ 192,020.00			\$ 14.93	2016	
RIVERSIDE *	3,744	\$ 9.34	\$ 5.43	\$ 5.24	\$ 4.70	Incl. in yardwaste		1 item incl.	1 item incl.	\$ 20.01	2014	Monthly rate billed bi-monthly by hauler
WESTERN SPRINGS *	4,400	\$ 25.76	Incl.	\$3.10 S	\$ 3.01	Village program not included in contract		2 - 4 Stkrs	2 - 5 Stkrs	\$ 25.76	2014	Residents are charged a separate fee of \$30 per year on water bills to cover the Village's cost for fall leaf removal.

Additional Notes:

Although hauler pricing varies from contract to contract, The Monthly Contract Cost column reflects base-level services provided monthly to each residential unit. Disposal cost per unit per month is based on actual tonnage reports from the West Cook County Solid Waste Agency. Communities with grey shaded disposal rates signify that the hauler pays for disposal and the cost is included in the monthly refuse rate charge to the city. Dollar amounts followed by an S signifies that a sticker is required. This fee is not included in the monthly cost per unit.

B

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

Item Title: Ordinance Authorizing Acceptance of A Grant of Easement For Public Art Display From WR XXIV, LLC (a/k/a Whiteco) on a Portion of the Property Located at the Southeast Corner of Harlem and Ontario; and Resolution Authorizing the Execution of an Agreement with Patrick McDonald, for the purchase and installation of a sculpture titled "Arched Rings" on the property described in the easement.


Resolution or Ordinance No. _____

Date of Board Action June 13th, 2011

Submitted By David Sokol, PAAC Chairperson

Staff Review 

Loretta Daly, Commission Liaison

Deputy Village Manager 

Lisa Shelley, Deputy Manager

ITEM HISTORY (PREVIOUS BOARD REVIEW, RELATED ACTION, HISTORY)

As part of its ongoing mission, and as a specific item within their 2011 work plan, the Public Art Advisory Commission recommends that the Board approve a resolution authorizing the purchase and installation of a new sculpture, entitled Arched Rings for installation on the South East corner of Harlem and Ontario. The art will be installed on property owned by WR XXIV, (commonly known as Whiteco) pursuant to the grant of easement that is before the Board for approval.

This recommendation is consistent with the purpose of the Public Art Ordinance, and was a stated goal in the 2011 Public Art Advisory Commission work plan reviewed and accepted by the Board of Trustees.

The location of this sculpture was determined during the Planned Development Process for the Whiteco Development. Public Art was identified by the Plan Commission as a compensating benefit. Whiteco agreed to contribute \$30,000 toward the installation of public art in the agreed upon location of the corner of Harlem and Ontario. The Public Art Advisory Commission, working the executives from Whiteco selected Arched Rings using a competitive process that involved public input.

ITEM POLICY COMMENTARY (KEY POINTS, RECOMMENDATION, BACKGROUND:

A call to artists was sent out in November of 2010 asking for submittals for new pieces of sculpture to be installed at the identified corner. Twenty Six (26) applications were received and juried by the PAAC Sculpture Sub-Committee, consisting of members from the PAAC as well as representatives from Whiteco Development. Five (5) finalists were selected and put on public display asking for community input in Mid-December 2010. the attached tally sheet details the results of the public voting that occurred.

Based on the recommendation from the PAAC Sculpture Sub-Committee and the public balloting, the PAAC recommended and the Board approved a Resolution authorizing the acquisition of the sculpture entitled "Arched Rings" by the artist Patrick McDonald to be installed at the corner of Harlem and Ontario at the Board's February 21st Meeting.

ITEM BUDGET COMMENTARY: Whiteco contributed \$30,000 to this project in 2009. There are no Village funds dedicated to this project.

Proposed Action: Adopt an Ordinance Authorizing the Grant of Easement and approve a Resolution authorizing the execution of an agreement with Patrick McDonald for the purchase and installation of the sculpture known as "Arched Rings" to be installed at the south east corner of Ontario and Harlem as recommended by the Public Art Advisory Commission.

**ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT OF EASEMENT
FOR PUBLIC ART DISPLAY FROM WR XXIV, LLC ON A PORTION OF
THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF HARLEM
AND ONTARIO**

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, that the Village President and the Village Clerk are hereby authorized and directed to execute the Grant of Easement For Public Art Display and the Plat of Easement attached thereto, which documents shall substantially conform to the Grant of Easement and Plat attached hereto. This easement is for the installation and maintenance of public art on a portion of the property located at the southeast corner of Harlem and Ontario as more particularly described in the Plat and Grant Agreement.

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

ADOPTED this 13th day of June 2011, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 13th day of June 2011.

ATTEST:

David G. Pope
Village President

Teresa Powell
Village Clerk

WHEN RECORDED
PLEASE MAIL TO:

Simone M. Boutet
Assistant Village Attorney
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

DOCUMENT PREPARED BY:

Jason S. Weisler
White/Peterman Properties, Inc.
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410

GRANT OF EASEMENT FOR PUBLIC ART DISPLAY

This Grant of Easement for Public Art Display (this "Agreement") is made as of this _____ day of June, 2011 by and between WR XXIV, LLC, an Indiana limited liability company ("Grantor") and the Village of Oak Park, an Illinois municipal corporation ("Grantee"). Grantor and Grantee shall sometimes be referred to herein jointly as the "Parties" and individually as a "Party."

Recitals

A. Grantor is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor's Land").

B. Pursuant to the Recommendation #12 in the Findings of Fact and Recommendations of Grantee's Plan Commission sitting as a Zoning Commission set forth in its Report dated February 17, 2005 and adopted by the President and Board of Trustees of the Village of Oak Park on March 7, 2005 as Ordinance 2005-0-14 (the "Public Art Requirement"), Grantor is required to grant to Grantee an easement for public art.

NOW, THEREFORE, in consideration of the facts set forth in the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Grant of Easement for Public Art Display.** Grantor hereby grants and conveys unto Grantee a non-exclusive easement on and above that part of Grantor's Land described on Exhibit B, attached hereto and made a part hereof (the "Easement Area") for the placement installation, maintenance and operation of that certain public artwork known as Arched Rings, such art being depicted on Exhibit C, attached hereto and made a part hereof (the "Approved

Art”). Grantor may make use of the Easement Area for its own purposes, provided however that such use does not interfere with Grantee’s rights as set forth herein.

2. Maintenance of the Approved Art and Easement Area.

(a) Grantee shall maintain the Approved Art in a safe, first-class condition consistent with the improvements on Grantor’s Property.

(b) Grantor shall maintain the portions of the Easement Area not being occupied by the Approved Art.

3. Changes to Approved Art. Grantee shall not change the Approved Art without the written consent of Grantee, which consent may be given or withheld in Grantor’s sole and absolute discretion.

4. Perpetual Easements. Except as provided herein, the easements created by this Agreement are intended to, and shall be, perpetual.

5. Successors and Assigns. This Agreement and the right to use and exercise the rights, easements and covenants herein contained in this Agreement shall run with the land described in Exhibit B and shall inure to the benefit of the Parties and be binding upon the Parties, their successors, heirs and assigns.

6. Indemnification. Grantee shall protect, defend, indemnify, save and hold harmless Grantor and Grantor’s officers, directors, members, managers, shareholders, employees and agents (collectively, with Grantor, the “Indemnitees” and individually, an “Indemnitee”) from and against any and all claims, liabilities, demands, loss, damages, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs, damages and expenses, including reasonable attorney’s fees, arising out of use of the Easement Area by Grantee, or its agents, employees, contractors or any other person or persons. Grantor shall give prompt and timely notice of any claim made or suit or action commenced against it, which in any way would result in liability for Grantor under the indemnification granted in this Section 6 of this Agreement. Notwithstanding anything to the contrary set forth herein, nothing herein shall require Grantee to defend, indemnify, save or hold harmless any Indemnitee from and against any matter arising in whole or in part out of the gross negligence or willful misconduct of any Indemnitee.

7. Default. If there is a failure by either Party to perform, fulfill or observe any covenant contained within this Agreement which continues beyond the Cure Period (hereinafter defined), the non-defaulting Party may, at its option, cure such failure or breach on behalf of the defaulting Party. As used in this paragraph, "Cure Period" shall mean five (5) business days after written notice to the defaulting Party specifying such failure; provided, however, if such failure cannot reasonably be cured within five (5) business days, the defaulting Party shall be entitled to a reasonable time within which to cure such failure so long as the defaulting Party

commences to cure same within such five (5) business day period and diligently completes such cure in all events not later than thirty (30) days following receipt of notice of default. Any reasonable amount which the non-defaulting Party shall expend for the purpose of curing the failure or breach of the defaulting Party shall be paid by the defaulting Party to the non-defaulting Party, without contest, upon delivery of its invoice. Notwithstanding the above, in the event of an emergency that threatens the health or safety of any person or property, the Cure Period shall be only as long as circumstances reasonably permit.

8. Remedies. Except as otherwise provided herein, no breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate the easements granted herein, but such limitation shall not affect, in any manner, any other rights or remedies which the parties may have hereunder by reason of any such breach.

9. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's Land to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

10. Matters of Record or of Use. The easements granted herein are subject to all existing covenants, agreements, easements, encumbrances and restrictions of record and any facts which an accurate survey would show.

11. Right to Use Other Land. The Parties, while exercising their rights or performing their duties or obligations pursuant to this Agreement may use land adjoining the Easement Area where necessary or desirable in order to exercise said rights or perform said obligations or duties pursuant to this Agreement.

12. Full Satisfaction. Grantee acknowledges that upon delivery of this Agreement to Grantee, that Grantor shall have fully satisfied the Public Art Requirement.

13. Notices. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that a Party is required, permitted or desires to give or make or communicate to any other Party shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by US Postal Service registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with a recognized overnight courier service; or (c) two (2) business days after deposit in the mails, if mailed. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to Grantor:

Whiteco Residential, LLC
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410
Attn: Matt Chambers
Telephone: 219-680-3000
Facsimile: 219-680-4232

With a copy to:

Whiteco Residential, LLC
1000 E. 80th Place
Suite 700 North
Merrillville, IN 46410
Attn: Jason Weisler
Telephone: 219-757-3501
Facsimile: 219-680-4255

If to Grantee

Village Attorney
Village of Oak Park
123 Madison St.
Oak Park, IL 60302
708 358-5660
708 358-5106 (FAX)
law@oak-park.us (email)

14. Miscellaneous.

- a. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall be given effect separately therefrom and shall not be affected thereby.
- b. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
- c. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in interpretation of any part of this Agreement.
- d. Nothing contained herein shall be deemed or construed to constitute either Party as partner, joint venturer, co-principal or associate of the other.

Grantor:

WR XXIV, LLC, an Indiana limited liability company

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

By: _____
J. Matthew Chambers

Its: Executive Vice President of Development and Finance

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Matthew Chambers, Executive Vice President of Development and Finance and Treasurer of Whiteco Residential, LLC, an Indiana limited liability company, the manager or WR XXIV, LLC, an Indiana limited liability company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing Grant of Easement for Public Art Display as Executive Vice President of Development and Finance and Treasurer of the Company's Manager, appeared before me this day in person and acknowledged that he signed and delivered the Agreement on behalf of the Company and a duly authorized officer of the Company's Manager, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____
Grantee:

REVIEWED AND APPROVED
AS TO FORM

VILLAGE OF OAK PARK,
an Illinois municipal home rule corporation

JUN 10 2011

LAW DEPARTMENT

By: _____
Thomas W. Barwin
Village Manager

Attest: _____
Teresa Powell
Village Clerk

CONSENT OF MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor in interest to Wachovia Bank, National Association, holder of the Mortgage, Assignment of Rents and Security Agreement dated March 26, 2007 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 2007 as document number 0708539138 hereby consents to the execution and recording of the attached Easement for Public Art Display and agrees that its mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, WELLS FARGO BANK, NATIONAL ASSOCIATION has caused this Consent to be signed by its duly authorized officers on its behalf this ____ day of June, 2011.

WELLS FARGO BANK NATIONAL ASSOCIATION, a national banking association

By: _____, Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the banking association.

Notary Public

Commission Expiration: _____
My Commission Expires: _____

Exhibit A
Legal Description of Grantor's Property

Lot 3B in Whiteco Resubdivision, recorded November 24, 2009 as Document Number 0932803062, in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

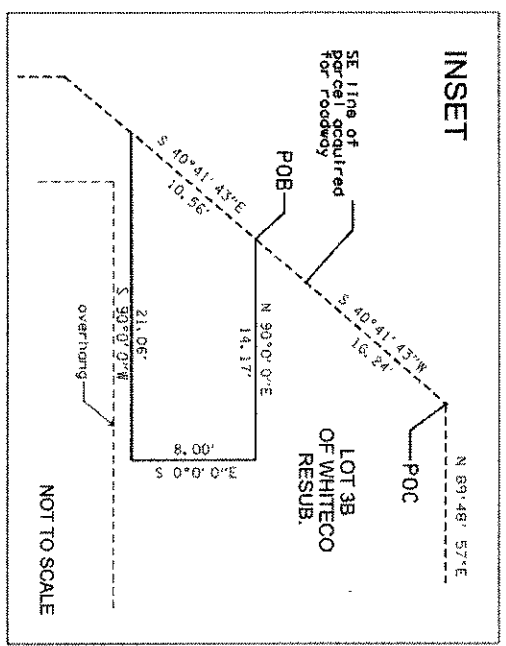
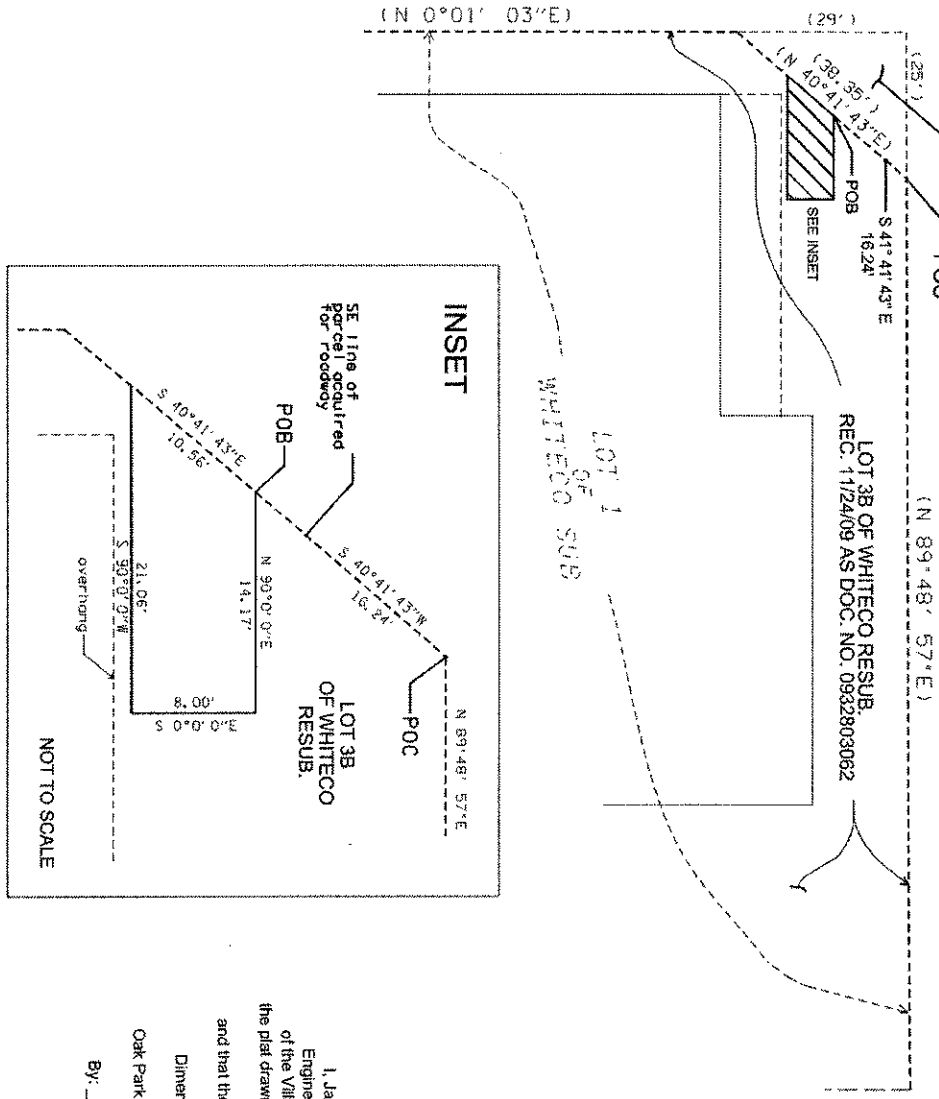
PIN: 16-07-118-061

PLAT OF EASEMENT

Acquired for roadway purposes
by Doc. No. 95332552
Recorded May 22, 1995

ONTARIO STREET

HARLEM AVE.



AN EASEMENT FOR ACCESS TO, AND THE PLACEMENT OF SCULPTURE

A tract of land entirely in Lot 3B of Whiteco Resubdivision recorded November 24, 2009 as Document Number 0932803062, a subdivision in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian more particularly described as follows: Commencing at a point on the south line of Ontario Street, said point also being the Northeast corner of a parcel of land acquired for roadway purposes per Document Number 95332552, recorded May 5, 1995, thence South 40 degrees 41 minutes 43 seconds West along the southeast line of said parcel acquired for roadway purposes, said line also being the northwest line of aforesaid Lot 3B for a distance of 16.24 feet to the point of beginning; thence North 90 degrees 0 minutes 0 seconds East for a distance of 14.17 feet; thence South 0 degrees 0 minutes 0 seconds West for a distance of 21.06 feet to the southeast line of said parcel acquired for roadway purposes; thence North 40 degrees 41 minutes 43 seconds East along said line for a distance of 10.55 feet to the point of beginning, in the Village of Oak Park, Cook County, Illinois. Containing 0.003234 acres.

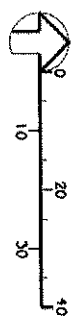
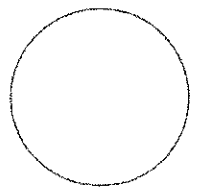
BASIS OF BEARING AND RECORD MEASUREMENTS FROM:
GRACE ABRAHAM LAND SURVEYOR & ASSOC.
ALTAUSOM LAND TITLE SURVEY NO. 2007 4005

I, James Budrick, an Illinois Registered Professional Engineer, do hereby certify that I am the Village Engineer of the Village of Oak Park and that I prepared this on this date, the plat drawn hereon for the purposes of providing a legal description for a portion of the lots as described herein, and that the plat hereon drawn is a correct representation thereof. Seal

Dimensions are shown in feet and decimal parts thereof

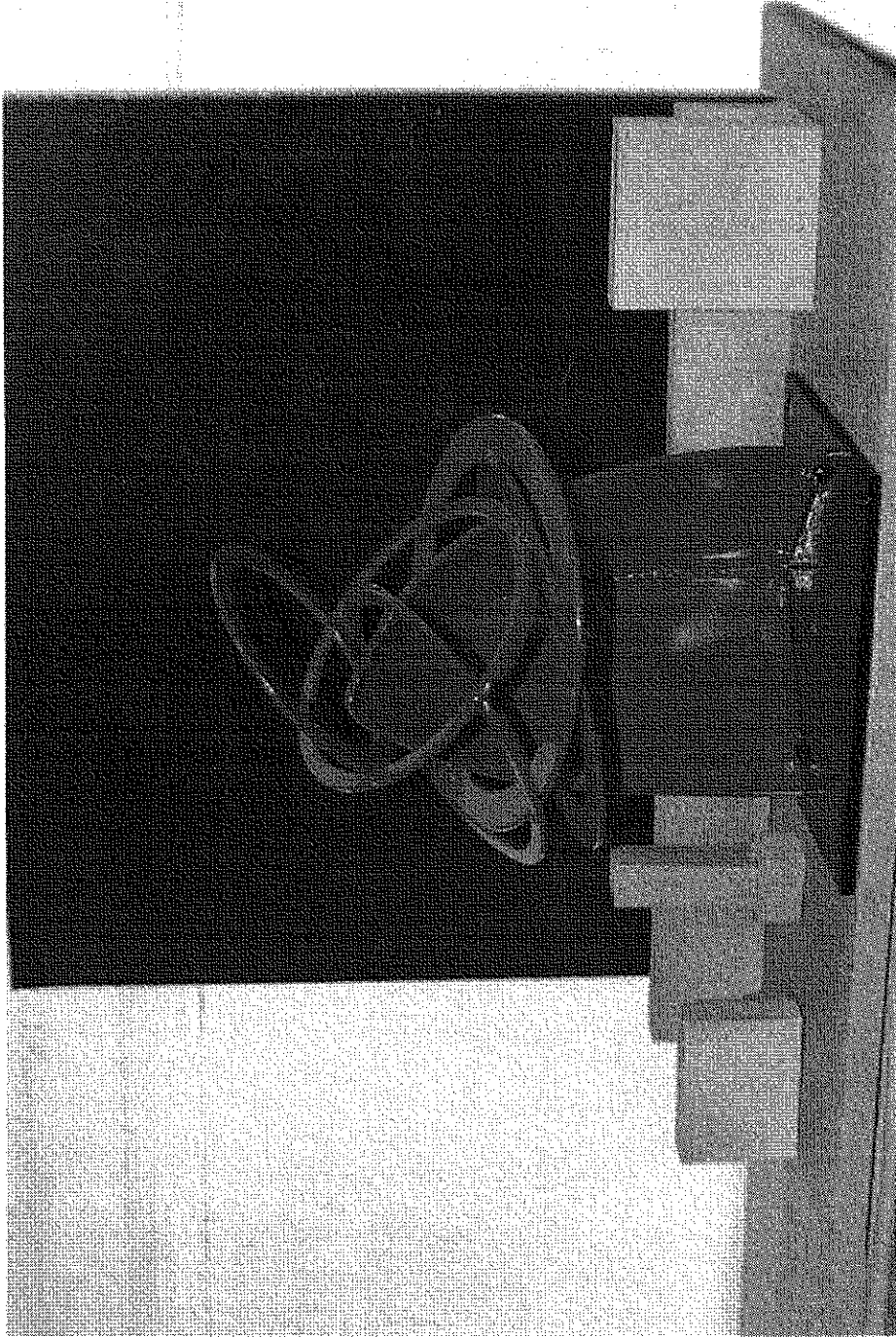
Oak Park, Illinois, _____ A.D. _____

By: _____



NOT TO SCALE

Exhibit C
Approved Art



I:\Residential\Oak Park\Public Art Easement\Public Art Easement - VOP 6-2-11.doc

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH PATRICK McDONALD FOR PURCHASE AND INSTALLATION OF
PUBLIC ART**

BE IT RESOLVED by the President and the Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the Village Manager is hereby authorized and directed to execute an agreement between the Village of Oak Park and Patrick McDonald for the Purchase and Installation of Public Art, in the amount of \$30,000. Said agreement shall substantially conform to the agreement attached hereto as Exhibit A.

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

ADOPTED this 13th day of June, 2011, pursuant to a roll call vote at follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 13th day of June, 2011.

David Pope
Village President

Attest:

Teresa Powell
Village Clerk

Agreement Between The Village of Oak Park And Pat McDonald For The Purchase and Installation of Public Art

This Agreement is by and between the Village of Oak Park, 123 Madison St., Oak Park, IL and Patrick McDonald, 1159 Gunderson, Oak Park, IL for the purchase and installation of a sculpture known as "Arched Rings."

Identification of Art

The Village agrees to purchase a sculpture named Arched Rings, identified by the Photo attached as Exhibit A. The sculpture will substantially conform to the photo, with the approximate dimensions of between ten and twelve feet high, six feet wide and six feet deep. The sculpture will be constructed to steel and painted red. McDonald represents that the piece is his own original art and that no copyright has been infringed upon.

Site

McDonald will install the sculpture on the South East Corner of Harlem and Ontario on property owned by Whiteco pursuant to and in the location identified in the Grant of Easement for Public Art from WR XXIV, LLC.

Stipend

The Village agrees to pay McDonald a flat fee of \$30,000 for the design, fabrication, transportation and installation of the selected work. The Village will pay that amount in 3 equal installments of \$6,000 as follows: The first payment upon execution of this agreement; the second payment upon demonstration of completion of the mural on its initial medium; and the final payment upon final application of the mural to the embankment wall.

Program Schedule

McDonald agrees to complete fabrication and installation by July 1, 2011.

Installation

The installation of the art will be supervised by the Village's Building and Property Standards Division. McDonald agrees to install the art in the method approved by the Village.

Patrick McDonald

Village of Oak Park

Thomas W. Barwin
Village Manager

REVIEWED AND APPROVED
AS TO FORM

JUN 1 0 2011

LAW DEPARTMENT